

**Coral Springs
Improvement District**

Agenda

June 20, 2016



Coral Springs Improvement District

June 15, 2016

Board of Supervisors
Coral Springs Improvement District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District will be held on June 20, 2016 at 4:00 p.m. at the District Offices, 10300 NW 11th Manor, Coral Springs, Florida. Following is the advance agenda for the meeting.

1. Roll Call
2. Approval of the Minutes of the May 16, 2016 Meeting
3. Audience Comments
4. Water and Sewer Refunding Revenue Bond, Series 2016
 - A. Resolution 2016-5, Approving Post Issuance Compliance Guide for Tax-Exempt Bonds
 - B. Resolution 2016-6, Series Resolution
5. Consideration of Fence Encroachment, 1273 Spring Circle Drive
6. First Consideration of Dock Policy Draft (Separate Cover)
7. Consideration of Work Authorizations
 - A. Work Authorization #116 for Site 9 Canal Bank Restoration
 - B. Work Authorization #117 for Tamarac Interconnect
8. Consideration of Contract with Fortiline, Inc. for Underground Water, Sewer, and Storm Utility Products, Piggybacking off of National Cooperative Purchasing Alliance
9. Discussion of Continuing Consulting Services with Humberto Flores
10. Staff Reports
 - A. Manager – Ken Cassel
 - B. Engineer – Troy Lyn (Report Included)
 - C. Department Reports
 - Operations – Dan Daly
 - Utility Billing Work Orders
 - Utilities Update (David McIntosh)
 - AWC Email Correspondence (Informational Only)
 - Water – Joe Stephens (Report Included)
 - Wastewater – Tim Martin (Report Included)
 - Stormwater – Randy Frederick (Report Included)
 - Field – Curt Dwiggin (Report Included)
 - Human Resources – Jan Zilmer



Coral Springs Improvement District

- Motion to Accept Department Reports
 - D. Attorney
- 11. Approval of Financial Statements for May 2016
- 12. Supervisors' Requests
- 13. Adjournment

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

Sincerely,

Kenneth Cassel

Kenneth Cassel/sd
District Manager

cc:	Stephen Bloom	Randy Frederick	Kay Holmes
	William Capko	Troy Lyn	Beverley Servé
	Dan Daly	John McKune	Joe Stephens
	David McIntosh	Diane Rottner	Jan Zilmer
	Shawn Frankenhauser	Tim Martin	Curt Dwiggin

MINUTES

**MINUTES OF MEETING
CORAL SPRINGS IMPROVEMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held on Monday, May 16, 2016 at 4:05 p.m. at the District Office, 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Martin Shank	President
Duane Holland	Vice President
Nick St. Cavish	Secretary

Also present were:

Kenneth Cassel	District Manager
Terry Lewis	District Counsel
Dan Daly	Director of Operations
Troy Lyn	District Engineer
David McIntosh	Director of Utilities
Kay Homes	District Accountant
Joe Stephens	Water Department
Tim Martin	Wastewater Department
Randy Frederick	Drainage Department
Jan Zilmer	Human Resources
Jason Seigle	Drainage Department
Asad Husein	Drainage Department
Sete Zare	MBS Capital Markets, LLC
Kevin Mulshine	MBS Capital Markets, LLC
David Schulman	Globaltech
John McKune	District Consultant
Ron Stern	City of Coral Springs
Nathan Lewis	Botek Thurlow Engineering, Inc.
Glen Hanks	Glen Hanks Consulting Engineers, Inc.

The following is a summary of the minutes and actions taken during the May 16, 2016 CSID Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Cassel called the meeting to order and called the roll.

May 16, 2016

Coral Springs Improvement District

SECOND ORDER OF BUSINESS

Approval of the Minutes of the April 18, 2016 Meeting

Each Board member received a copy of the minutes of the April 18, 2016 meeting and Mr. Shank requested any corrections, additions or deletions.

There being none,

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the minutes of the April 18, 2016 meeting were approved.

THIRD ORDER OF BUSINESS

Audience Comments

The Board presented Mr. Jason Seigle and Mr. Asad Husein with a plaque and rewarded them a day off with full pay for their selfless act in assisting a resident during a traumatic event as well as representing CSID in a professional manner.

FOURTH ORDER OF BUSINESS

Presentation by MBS Capital Markets, LLC – Kevin Mulshine

The Board was presented with an overview of the following:

- Summary of outstanding bonds.
- Proposed refunding of Series 2007 bonds.
- Recap of 5 year debt coverage.
- S & P Rating criteria for utilities.
- MSRB Disclosure regarding the underwriter’s role.
- Discussion of private placement of Series 2007 bonds with Bank United.

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor MBS Capital Markets, LLC was authorized to proceed with the refunding process of the Series 2007 bonds.

FIFTH ORDER OF BUSINESS

Tabled Items

A. Engagement Letter with Greenspoon Marder, PA for Bond Counsel Services

Discussion ensued regarding bringing Denise Ganz on board and the Board reviewed the proposed engagement letter.

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the engagement letter for Greenspoon Marder, PA for Bond Counsel Services was approved.

May 16, 2016

Coral Springs Improvement District

SIXTH ORDER OF BUSINESS Consideration of Stormwater Permit for Fire Station 95

Mr. Cassel reported he had several discussions with the City and Mr. Lewis, the project engineer.

Mr. Hanks reviewed the following:

- Met with South Water Florida Management and shared what the District's approach is. They are agreeable with the approach.
- Existing facility will be demolished and a larger facility will be constructed with new codes.
- The City received bond funds to build this facility.
- Will work with a fixed budget with the City to implement additional stormwater measures.
 - Site is required to provide .36 acre feet storage at 100 year flood elevations.
 - Meets requirements for a 10 year flood elevation.
 - Modifying the number and dimension of existing outflow structures in order to control the discharge to District facilities and provide water collagen treatment.
- Terry has prepared the document.
- The District requests the following:
 - Installation of a security fence.
 - Installation of a gate allowing the District access.
 - Installation of a second fence to discourage access on the south side.
- The City will do the following:
 - Placement of all fencing will be subject to an encroachment agreement to be drafted by the District attorney.
 - The canal on the south side bank is deeper and in order to be in compliance, half a dozen trees will need to be removed.
 - The C bank will have to be relocated into the site 10-15 feet which will trigger redesign by the City.
 - City will install fencing to restrict and prohibit access to the steep section of the canal bank
 - The City will perform routine care and maintenance on the trees planted adjacent to District facilities.
 - Remove damaged, downed or diseased trees at their cost.

- The City also agrees to correct any future damage to the original canal bank from erosion or undercutting.

The city acknowledges or accepts the risk that the existing canal bank is potentially unstable.

On MOTION by Mr. Holland seconded Mr. St. Cavish by with all in favor a stormwater permit for Fire Station 95 was approved.

- Encroachment agreement was discussed.

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the encroachment agreement with the modified exhibit was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Audit Engagement Letter with Keefe McCullough for Fiscal Year 2016 Financial Audit

On MOTION by Mr. St. Cavish seconded by Mr. Holland with all in favor the engagement letter with Keefe McCullough to perform the Fiscal Year 2016 Financial Audit was approved.

EIGHTH ORDER OF BUSINESS

Distribution of the Proposed General Fund Budget for Fiscal Year 2017 and Consideration of Resolution 2016-4, Approving the Budget and Setting the Public Hearing

Ms. Holmes reviewed the proposed budget for Fiscal Year 2017.

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor Resolution 2016-4, approving the budget and setting the public hearing for July 18, 2016 at 4:00 pm, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Work Authorization #115 for Lime Plant Demolition at a Total Cost of \$575,815

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor Work Authorization #115 for Lime Plant Demolition at a total cost of \$575,815 was approved.

May 16, 2016

Coral Springs Improvement District

TENTH ORDER OF BUSINESS

Consideration of Service Agreement with OK Generators

Mr. McIntosh reviewed the service agreement with OK Generators to provide service to the portable generators on site.

On MOTION Mr. St. Cavish seconded by Mr. Holland with all in favor the service agreement with OK Generators was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Manager – Ken Cassel

Mr. Cassel reported he met with the City regarding Fire Station 95. He negotiated and worked with them to resolve any concerns or issues both parties had. The City is okay with the District’s permit criteria manual.

B. Engineer – Troy Lyn (Report Included)

Mr. Lynn reviewed the project status report, a copy of which is attached hereto and made a part of the public record.

C. Department Reports

- **Operations – Dan Daly**
 - **Utility Billing Work Orders**
 - **Letter Complimenting the District**

The above items are for informational purposes only. The newsletter is expected to be mailed out tomorrow.

- **Utilities Update (David McIntosh)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- He spoke with Mr. Howell from MWH and he will attend the June 20, 2016 to discuss the testing.
- He will contact DEP and invite them to attend a District meeting.
- A staff meeting is scheduled next week with Margate and Globaltech to discuss the interconnect. He is still trying to arrange a meeting with Tamarac.

- **Water – Joe Stephens (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

May 16, 2016

Coral Springs Improvement District

- **Wastewater – Tim Martin (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- **Stormwater – Randy Frederick (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- **Field – Curt Dwiggins (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- **Human Resources – Jan Zilmer**

Jan Zilmer reported he is working on the project discussed last week. He also recruited two new employees.

- **Motion to Accept Department Reports**

On MOTION by Mr. St. Cavish seconded by Mr. Holland with all in favor the department reports were accepted.

D. Attorney

Mr. Lewis reported the following:

- All legislation put forward by Senator ring failed to pass.
- He invited the Board to attend the FASD conference in Sarasota.
- Former representative Jim Waldman is running for Senate. He has been helpful to special districts.
- Some minor changes were made to the permit criteria manual.

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the revised Permit Criteria Manual was approved.
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TWELFTH ORDER OF BUSINESS

Approval of Financial Statements for April 2016

Ms. Holmes reviewed the financial statements.

On MOTION by Mr. St. Cavish seconded by Mr. Holland with all in favor the financial statements for April 2016 were approved.
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May 16, 2016

Coral Springs Improvement District

THIRTEENTH ORDER OF BUSINESS

Supervisors' Request

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the meeting adjourned.

Kenneth Cassel
Assistant Secretary

Duane Holland
Vice President

Fourth Order of Business

4A.

RESOLUTION NO. 2016-5

A RESOLUTION OF CORAL SPRINGS IMPROVEMENT DISTRICT APPROVING THE DISTRICT'S POST-ISSUANCE COMPLIANCE GUIDE FOR TAX-EXEMPT BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coral Springs Improvement District (the "District") has previously issued, and expects to issue, tax-exempt bonds (collectively, the "Bonds"); and

WHEREAS, the District desires to formally memorialize, in a single document, its policies and procedures relating to compliance with certain applicable requirements of the Internal Revenue Code of 1986, as amended, and certain of its covenants and undertakings in connection with its Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CORAL SPRINGS IMPROVEMENT DISTRICT AS FOLLOWS:

SECTION 1. The Post-Issuance Compliance Guide for Tax-Exempt Bonds (the "Guide") in the form attached hereto as Exhibit A is hereby adopted and approved. The person then serving as District Manager of the District or a representative or representatives of the entity then serving as District Manager of the District designated by such entity shall act as the Tax Compliance Officer for purposes of the Guide.

SECTION 2. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Coral Springs Improvement District this 20th day of June, 2016.

CORAL SPRINGS IMPROVEMENT DISTRICT

[SEAL]

President, Board of Supervisors

ATTEST:

District Secretary

EXHIBIT A

CORAL SPRINGS IMPROVEMENT DISTRICT
POST-ISSUANCE COMPLIANCE GUIDE

FOR

TAX-EXEMPT BONDS

Adopted June 20, 2016

TABLE OF CONTENTS

	<u>Page</u>
PURPOSE	1
RESPONSIBILITY	1
PRIVATE ACTIVITY LIMITATIONS	1
Definitions	1
Bond-Financed Property	3
Private Activity Review	3
Responsible Persons	4
Expected Use of Proceeds	4
Ongoing Review	5
Annual Review	6
Recordkeeping	6
ARBITRAGE COMPLIANCE	7
Arbitrage Review	7
Temporary Period	7
Rebate	7
Arbitrage Consultant.....	8
Recordkeeping.....	8
BOND COVENANT AND CONTINUING DISCLOSURE	
UNDERTAKING COMPLIANCE	9
TAB I PRIVATE ACTIVITY RESTRICTIONS ON PRIVATE BUSINESS USE	
GOVERNMENTAL BONDS.....	I-1
TAB II PRIVATE BUSINESS USE QUESTIONNAIRE - GOVERNMENTAL BONDS.....	II-1
TAB III REMEDIAL ACTIONS - GOVERNMENTAL BONDS	III-1
TAB IV INTERNAL REVENUE SERVICE – TAX EXEMPT BONDS	IV-1
TAB V ARBITRAGE LETTER OF INSTRUCTIONS	V-1

PURPOSE

Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”) contains limitations on the extent to which proceeds of tax-exempt bonds can benefit persons other than a state or local governmental unit. In addition, Section 148 of the Code imposes limitations on the investment of proceeds of tax-exempt bonds and required rebate of excess earnings to the federal government. The procedures set forth herein are intended to maintain the tax-exempt status of the outstanding tax-exempt bonds of the Coral Springs Improvement District (the “District”) by establishing procedures for: (1) identifying uses that may constitute private use, (2) managing and tracking changes in use, (3) accomplishing remedial action when necessary, and (4) assuring compliance with the arbitrage requirements of the Code. The procedures set forth herein also address matters relating to the District’s compliance with bond covenants.

RESPONSIBILITY

In order to facilitate continuing compliance with the federal income tax requirements relating to the tax-exempt status of its outstanding tax-exempt bond issues, the person then serving as District Manager of the District or a representative or representatives of the entity then serving as District Manager of the District shall act as the Tax Compliance Officer who will have the primary responsibility to monitor the District’s compliance with federal tax requirements for the District’s Bonds. The Tax Compliance Officer may engage third parties to assist in accomplishing the duties of the Tax Compliance Officer hereunder. The tax requirements include both limitations on the private use of facilities financed by Bonds and arbitrage limitations on the investment of proceeds of Bonds under the Code. The general responsibilities of the Tax Compliance Officer with respect to bond compliance shall include, but not be limited to, communication of monitoring procedures for Bonds (as outlined herein) to applicable department heads of the District, if any, or other parties responsible for construction and/or operation of Bond-Financed Property if other than the District Manager (the “District Representatives”) confirming consistent application of these procedures, monitoring the completeness of documentation required by these procedures, and conferring with Bond Counsel as necessary. The Tax Compliance Officer will also monitor the District’s compliance with other covenants in its bond documents. Set forth below are the procedures that will be undertaken. The District will supplement and update these procedures as appropriate to provide a continuing source of guidance on these requirements.

PRIVATE ACTIVITY LIMITATIONS

Definitions

1. **Governmental Bonds.** – Governmental Bonds are Bonds that are not Private Activity Bonds.
2. **Private Activity Bonds.** - A Bond is a private activity bond if the bond issue meets: (i) **both** the private business use test **and** the private payment or security test; **or** (ii) the private loan financing test. The tests are applied on a basis of reasonable expectations of the District on the date of each issue of Bonds and by taking into account deliberate

actions of the District while such Bonds are outstanding. In many cases a deliberate action that causes Bonds to become private activity bonds can be cured by taking remedial actions.

3. **Private Business Use Test.** The private business use test is met if the amount of proceeds of Bonds that are used in a private business use is more than ten percent of total proceeds. A five percent limit is used in lieu of a ten percent limit if the private use is unrelated to a governmental use or related but disproportionate to a governmental use. Private Business Use means use, directly or indirectly, in a trade or business carried on by any person other than the issuer or another state or local governmental unit, including a use by a 501(c)(3) organization or the federal government. All private business uses over the life of the bonds are aggregated in determining whether the limitations are met.
4. **Private Payment or Security Test-** The private security or payment test is met if the payment of debt service on more than ten percent of the issue of Bonds is directly or indirectly (i) secured by any interest in property used for a private business use or payments in respect of such property or (ii) derived from payments in respect of property or borrowed money used for a private business use. A five percent limit is used in lieu of a ten percent limit if the private use is unrelated to a governmental use or related but disproportionate to a governmental use. Private payments are not taken into account to the extent properly allocated to ordinary and necessary expenses directly attributable to the operation and maintenance of the Bond-Financed Property (hereinafter defined) used by the private user.
5. **Private Loan Financing Test.** The Private Loan Financing Test is met if the issuer uses proceeds of Bonds to make loans to private persons exceeding the lesser of 5% of the proceeds or \$5 million.
6. **Management Contract** – A Management Contract is a management, service or incentive payment contract between a governmental unit and a non-governmental service provider under which the service provider provides services involving all, a portion of, or any function of a facility. A management contract with respect to financed property generally results in a private business use if the contract provides for compensation of services rendered with compensation based, in whole or in part, on a share of net profits from the operation of the facility. Revenue Procedure 97-13, as amended, provides safe harbors pursuant to which qualifying management contracts would not be treated as constituting private use of a financed facility.
7. **Bonds** – The term Bonds includes bonds, notes, and installment sale or financing lease arrangements issued on a tax-exempt basis.
8. **Eligible Mixed-Use Project** -- An eligible mixed-use project is a project wholly owned by one or more governmental persons (or 501(c)(3) organizations) or by a partnership with at least one governmental partner that is financed with governmental bonds (or qualified 501(c)(3) bonds) and with qualified equity pursuant to the same plan of financing.

9. **Qualified Equity** -- Qualified equity includes proceeds of taxable bonds other than tax-credit bonds, and funds not derived from a borrowing. The qualified equity is treated as financing the project under the same plan of financing if it pays for capital expenditures of the project on a date no earlier than the date on which such expenditures would be eligible for reimbursement under the reimbursement regulations and no later than the date the measurement period begins, generally the placed-in-service date.

Bond-Financed Property

The first step in undertaking a review of private use limitations is to identify all of the property that was financed by a particular issue of Bonds. In many cases a particular property or project may have been partially financed or refinanced with multiple issues and a change in the use of that property or project could affect all those issues. The Tax Compliance Officer will identify all outstanding Bonds of the District by reference to the audited financial statements for each fiscal year and any interim unaudited financial statements. The Tax Compliance Officer will establish and maintain books and records that reflect the actual expenditure of proceeds of particular Bonds on specific projects comprising Bond-Financed Property.

Private Activity Review

Reference should be made to the Private Activity Restrictions on Private Business Use and accompanying attachments, attached as Tab I, for further guidance on the Private Activity Limitations of Section 141 of the Code.

In order to demonstrate compliance with the Private Activity Limitations of the Code, the Tax Compliance Officer will make inquiry, including of each District Representative, on a periodic basis as to the ownership and use of such Bond-Financed Property. A form of Private Business Use Questionnaire that can be utilized for this inquiry is attached as Tab II. The Tax Compliance Officer will identify the potential occurrence of any of the events set forth below (a "Tax Event") with respect to any Bond-Financed Property:

Change of ownership or use of the Bond-Financed Property -- the ownership of any portion of the Bond-Financed Property is transferred to anyone, prior to the earlier of the end of the expected economic life of the property, or the latest maturity date of any of the Bonds financing (or refinancing) the Bond-Finance Property or any restriction on the ability of the general public to access the Bond-Financed Property occurs.

Private business use of the Bond-Financed Property -- any portion of the Bond-Financed Property will be used by anyone other than a State or local governmental unit, such as the District, or members of the general public who are not using the property in the conduct of a trade or business. Examples of uses that can give rise to private business use include use by a person as an owner, lessee, purchaser of the output of facilities under a "take" or "take or pay" contract, purchaser or licensee of research, a manager or independent contractor under certain management or professional service contracts or any other arrangement that conveys special legal entitlements (e.g., arrangement that conveys priority rights to the use or capacity of the Bond-Financed Property) for beneficial use of the Bond-Finance Property.

Leases of the Bond Financed Property -- any portion of the Bond-Financed Property is to be leased, or otherwise subject to an agreement which gives possession of any portion of the Bond-Financed Property to anyone, other than a state or local governmental unit.

Management agreement or service agreement -- any portion of the Bond-Financed Property is to be used under a management contract or professional service contract, other than a contract for services that are solely incidental to the primary function of Bond-Financed Property, such as janitorial services or office equipment repair.

Sale of Output from Bond-Financed Facility – any output of the Bond-Financed Property is to be sold to or otherwise used by any person other than a state or local governmental unit or a member of the general public.

Naming rights agreements for the Bond-Financed Property -- any portion of the Bond-Financed Property will become subject to a naming rights or sponsorship agreement, other than a “brass plaque” dedication.

Research using the Bond-Financed Property -- any portion of the Bond-Financed Property will be used for the conduct of research under the sponsorship, or for the benefit of, any organization other than a state or local governmental unit.

Private Loan of Bond Proceeds -- any portion of the proceeds of any issue of Bonds (including any investment earnings thereon) is to be loaned by the District.

The existence of private uses may trigger a need to review whether there have also been payments received by the District either from a non-governmental party, such as lease payments, or payments with respect to Bond-Financed Property. It at any time there is a question or potential problem that arise with respect to private payments, it should be brought to the attention of the Tax Compliance Officer as soon as possible and Bond Counsel should be consulted on the application of the private payment test.

Responsible Persons

The Tax Compliance Officer is responsible for monitoring and enforcing compliance with policies and procedures relating to private use of Bond-Financed Property. It is the responsibility of the Tax Compliance Officer to track the planned and actual use thereof while the related issue of Bonds is outstanding. The Tax Compliance Officer shall review all private uses and work with any applicable District Representatives and Bond Counsel to make certain that no private use is undertaken which might adversely affect the tax-exempt status of any Bonds. A further breakdown of the procedures to carry out these responsibilities is detailed below.

Expected Use of Proceeds

At the time of issuance of each issue of Bonds, the Tax Compliance Officer will work with any District Representatives to determine and document planned uses of Bond-Financed Property relating to the applicable issue of Bonds. On completion of the projects included in Bond-Financed Property and final expenditure of proceeds of the related issue of Bonds, the applicable

District Representative, if any, and Tax Compliance Officer will review and document sources of funding, including Qualified Equity, and any special the allocation of proceeds of such Bonds to particular costs and note the existence and amount of any private use on a schedule of private use.

A final allocation of proceeds of each issue of Bonds to expenditures will be made and retained with the records of the issue of Bonds not later than 18-months after the later of the expenditure of the proceeds of such Bonds or the placed in service date for the related Bond-Financed Property. In the case of a qualified mixed-use project, qualified equity is allocated first to private business use of the eligible mixed-use project and then to governmental use, and tax-exempt bond proceeds are allocated first to governmental use and then to private business use.

Ongoing Review

The Tax Compliance Officer will disseminate to, and discuss the list of Tax Events with any applicable District Representatives and will attempt to identify a potential Tax Event before it occurs. The Tax Compliance Officer should work closely on a regular basis with any applicable District Representatives involved with the operations involving Bond-Financed Property to learn about potential and actual changes as they are contemplated. By understanding potential changes in use that may affect private use of Bond-Financed Property, the Tax Compliance Officer and District Representatives can evaluate, on an ongoing basis, whether such changes could affect the tax-exempt status of any issue of Bonds before the change occurs.

Once a potential Tax Event has been identified, the Tax Compliance Officer shall work with any applicable District Representatives and potential private user, if applicable, to determine the parameters for the new use. Some of the parameters to consider include whether the use will be available to other organizations or the public, rents or compensation for use, costs of use to the District and square footage to be used, management contracts, leases, service, etc. These use parameters will determine if the use constitutes a non-qualified use and/or new private use of the facilities. The Tax Compliance Officer or applicable District Representative shall update the schedule summarizing private use.

In the case of a management or service contract, the Tax Compliance Officer will direct Bond Counsel to review the contract to determine if a safe harbor applies that would avoid private use from occurring. These types of agreements should be submitted to the Tax Compliance Officer in the early stages of discussions prior to going to the District for approval. Early Bond Counsel review of the contracts may help avoid private use problems.

On or prior to the occurrence of any Tax Event, including, without limitation, the proposed sale of any Bond-Financed Property, the Tax Compliance Officer will consult with Bond Counsel to ascertain what effect, if any, a contemplated Tax Event may have on the tax-exemption of interest on the related Bonds. Bond Counsel also should be consulted regarding questions of measurement of private use and available safe harbors for management or service contracts. In certain circumstances, if the private use would cause a limitation on the overall issue to be exceeded, it may be necessary for the District to take a remedial action under Treasury Regulation Section 1.141-12, including an anticipatory remedial action, to preserve the tax-exempt status of interest on the related issue of Bonds. See Tab III regarding available remedial actions. Timely identification of a Tax Event is necessary to take a remedial action. In certain

cases, remedial action may not be available and the District may need to consider a voluntary closing agreement with the IRS.

Annual Review

The Tax Compliance Officer shall be responsible for reviewing the District's outstanding Bonds on a yearly basis. This review will involve analyzing the planned uses for the Bond-Financed Property, as documented on the summaries and schedules indicated above, and determining whether any changes in use are contemplated and or have occurred and whether any sales or transfers of Bond-Financed Property are contemplated. This review shall include information and/or documentation concerning users of the Bond-Financed Property for any proposed or actual changes identified within the past year (e.g. changes in square footage, increased public or private uses, changes in activities including additions/deletions of specific activities). Such information and/or documentation may include, but is not limited to, the factual details of the proposed or actual change in use, policies and procedures related to use, expenses related to use, improvements made, etc.

On an annual basis, the Tax Compliance Officer and any applicable District Representatives will review the actual use of each issue of Bonds to determine whether the actual use has changed from the plan and any applicable District Representatives will file an annual report to the Tax Compliance Officer. Where the actual use is different, the Tax Compliance Officer will document how it is different and the effects of the differences on the private use calculations. The Tax Compliance Officer shall review all new private uses and work with any applicable District Representatives and the District's Bond Counsel to make certain that no private use has been undertaken that might affect the qualified status of each issue of Bonds.

The Tax Compliance Officer will prepare an annual report summarizing current Bonds outstanding and the status of each based on the data collected and/or provided in the annual update reports. The Tax Compliance Officer will report to the Board of Supervisors of the District any potential problems that may arise that could threaten the tax-exempt status of Bonds and the steps being taken to resolve the potential problem. Discussions will be held with Bond Counsel as to the steps required to be taken.

Recordkeeping

The Internal Revenue Service has advised issuers of tax-exempt bonds that they have post-issuance recordkeeping responsibilities that are necessary to satisfy the Internal Revenue Service in the event of any future audit of the bonds. See IRS FAQs on Record Retention, attached as Tab IV. The Tax Compliance Officer shall maintain a file for each issue of Bonds. The file shall include a copy of the bond documents, detailed project schedule, cost schedule, amount of private use by project, and economic life of the project. The file shall contain a copy of all management or service contracts, leases, or agreements and documentation that any private use does not exceed permissible limits. The file shall contain annual reports from the Tax Compliance Officer or other applicable District Representative managing Bond-Financed Property summarizing all recalculations of private use percentage and private payment summaries. This file must be maintained for each issue of Bonds for the life of the issue plus three years.

ARBITRAGE COMPLIANCE

The arbitrage restrictions imposed under the Code include restrictions on the investment of proceeds of Bonds at an unrestricted yield and the rebate of excess investment earnings to the federal government, as more fully described in the Tax Certificates for each of issue of Bonds and the Arbitrage Letter of Instructions, attached as Tab V.

Arbitrage Review

For each issue of Bonds, the Tax Compliance Officer will maintain the records and documents described below under “Recordkeeping.” For each issue of Bonds, the Tax Compliance Officer will establish a timeline for review of arbitrage-related issues as more fully described below.

Temporary Period

For all issues of Bonds, the Tax Compliance Officer will note the date of expiration of the three year temporary period for unrestricted investment of the proceeds of such Bonds. The three year temporary period runs from the date of issue of the original new money issue and is unaffected by note rollovers. Note, however, that the issuance of advance refunding bonds will terminate the three year temporary period of any issue that is advance refunded. For all Bonds which have unexpended proceeds held beyond the temporary period, the Tax Compliance Officer will assure that the proceeds are yield restricted. The relevant yield will be the yield on the original Bonds until those obligations are paid with the proceeds of another issue of Bonds (a “Refunding Issue”), at which time the relevant yield will be the yield on the Refunding Issue. Yield restriction will be accomplished through either an actual investment below the relevant yield or the making of yield reduction payments, as described in Section 3(b) of the Arbitrage Letter of Instructions found in Tab V. The Tax Compliance Officer will work with its auditor or other arbitrage consultant to make timely yield reduction payments.

Rebate

For each issue of Bonds the Tax Compliance Officer will note from the Tax Certificate delivered by the District in connection with the issuance of the Bonds whether a rebate exception is available for the issue. The rebate exceptions include the bona fide debt service fund exception and the spending exceptions described in Section 4(a)(ii) of the Arbitrage Letter of Instructions found in Tab V. If the issue of Bonds is expected to meet one of the three spending exceptions to rebate, the six-month exception, the 18-month exception or the 2-year construction exception, the Tax Compliance Officer will establish a timeline of six month intervals following the date of issue of the Bonds and note whether the spending requirements related to that exception are met at the end of each period.

If no rebate exception is expected to apply or if a spending requirement is not met, the Tax Compliance Officer will establish a timeline for rebate analysis for each issue of Bonds. For bond issues, the timeline will provide for a rebate analysis to be conducted every five years and when the bonds are discharged, as more fully described in Section 4 of the Arbitrage Letter of Instructions. For note issues the timeline will provide for a rebate analysis to be undertaken at

the time of the retirement of the note issue. The Tax Compliance Officer will consult with its auditor or other arbitrage consultant and make timely filing of any rebate amount with the Internal Revenue Service, as more fully described in Section 4 of the Arbitrage Letter of Instructions.

Arbitrage Consultant

The Tax Compliance Officer will maintain a contract with a third party arbitrage consultant for the purpose of providing arbitrage consulting services including but not limited to:

1. annual analysis of all Bonds.
2. arbitrage rebate calculations
3. yield restriction calculations.
4. technical support on an ad-hoc basis.

The arbitrage consultant will provide on an annual basis, an analysis of all Bonds for potential liability, rebate, yield restriction or other arbitrage related issues. The Tax Compliance Officer will review the arbitrage analysis and coordinate with the consultant to prepare the necessary filings and payments. The Tax Compliance Officer will timely file or cause to be filed with the Internal Revenue Service the appropriate IRS arbitrage rebate and yield restriction reports, Form 8038-T, along with any payments due for any Bonds.

Recordkeeping

In order to satisfy the arbitrage recordkeeping requirements, the Tax Compliance Officer shall create and maintain, or cause to be created and maintained, records of:

1. Purchases or sales of investments made with proceeds of Bonds (including amounts treated as “gross proceeds” as a result being part of a sinking fund or pledge fund) and receipts of earnings on those investments;
2. The final allocation of the proceeds of each issue of Bonds to expenditures, together with purchase contracts, construction contracts, invoices, and cancelled checks;
3. Information and records showing that investments made with unspent proceeds of each issue of Bonds after the expiration of the applicable temporary period were not invested in higher-yielding investments;
4. Information, if applicable, that will be sufficient to demonstrate to the Internal Revenue Service upon an audit of any issue of Bonds that such Bonds have complied with one or more available spending exceptions to the arbitrage rebate requirement with respect of such Bonds;
5. Information and calculations, when applicable, that will be sufficient to demonstrate to the Internal Revenue Service, upon an audit of any issue of Bonds, for which an exception to the arbitrage rebate requirement was not applicable, that the rebate

amount, if any, that was payable to the United States of America with respect to investments made with gross proceeds of such Bonds was calculated and timely paid with Form 8038-T timely filed with the Internal Revenue Service;

6. Information and records showing that investments held in yield-restricted advance refunding or defeasance escrows for Bonds were not invested in higher-yielding investments; and

7. The Tax Certificate delivered by the District as part of the record of proceedings for each issue of Bonds.

BOND COVENANT AND CONTINUING DISCLOSURE UNDERTAKING COMPLIANCE

The Tax Compliance Officer will become familiar with the various covenants in the applicable financing documents relating to each issue of Bonds, including the applicable bond resolution, trust indenture, loan agreement and/or agreement with credit enhancers. The Tax Compliance Officer will prepare and regularly update a written summary of the bond covenants and review on an annual basis the status of the District's compliance with such covenants. These covenants typically include matters such as the requirement to provide audited financial statements and/or annual budgets to bond trustees on an annual basis, the requirement to maintain specified insurance coverage, and monitoring compliance with rate covenants. The Tax Compliance Officer will consult with any applicable District Representatives to the extent necessary to obtain information to permit the District to comply with such covenants.

With respect to compliance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), subject to the requirements of the specific written undertaking in connection with each issue of Bonds subject to the Rule, the District will be required to annually provide to the Electronic Municipal Market Access (EMMA) audited financial statements prepared in accordance with generally accepted accounting principles and updates of other financial and operating data, including revenues, annual debt service requirements and historical debt coverage, which is included in its Official Statements or Limited Offering Memorandums. The Tax Compliance Officer will review each written continuing disclosure agreement relating to any issue of Bonds subject to the Rule and takes steps to ensure that the District is in compliance with its continuing disclosure undertakings. The District will provide in a timely manner to EMMA or the Municipal Securities Rulemaking Board notice of any of the Material Events listed in the Rule in connection with each issue of Bonds subject to the Rule. Any submissions to the MSRB or EMMA in connection with an issue of Bonds may be made through a third-party dissemination agent engaged by the District for that purpose, subject to the requirements of any applicable written continuing disclosure agreement relating to that issue of Bonds.

Attachments

Tab I Private Activity Restrictions on Private Business Use

Tab II Private Business Use Questionnaire

- Tab III Remedial Actions
- Tab IV IRS FAQs on Record Retention
- Tab V Arbitrage Letter of Instructions

TAB I

PRIVATE ACTIVITY RESTRICTIONS ON PRIVATE BUSINESS USE
GOVERNMENTAL BONDSIntroduction

The Internal Revenue Code of 1986, as amended (the “Code”) limits the amount of proceeds of tax-exempt governmental bonds (including short term obligations such as notes) that can be used for the benefit of private businesses. Section 141 of the Code treats as a taxable private activity bond a bond issued as part of an issue that meets the private business use test and the private security or payment test, or the private loan test. The private business use test is met if the amount of proceeds of bonds that are used in a private business use is more than ten percent of total proceeds. The private security or payment test is met if the payment of debt service on more than 10 percent of the issue is directly or indirectly (i) secured by any interest in property used for a private business use or payments in respect of such property or (ii) derived from payments in respect of property or borrowed money used for a private business use. A five percent limit is used in lieu of a ten percent limit if the private use is unrelated to a governmental use or related but disproportionate to a governmental use. For purposes of Section 141, the term private business includes nonprofit, 501(c)(3) organizations as well as the federal government.

Private business use generally

Private business use can arise from almost any use of tax-exempt bond-financed property by anyone other than a state or local governmental unit (“Governmental Unit”) or members of the general public who are not using the property in the conduct of a trade or business. Examples of uses which can give rise to private business use include use (a) by a person as (i) an owner, (ii) a lessee, (iii) a purchaser of the output of facilities under a “take and pay” or “take or pay” contract, (iv) a purchaser, sponsor or licensee of research and (v) a manager or independent contractor under certain management or professional service contracts, (b) pursuant to an arrangement that conveys (i) special legal entitlements (e.g., an arrangement that conveys priority rights to the use or capacity of the financed property) for beneficial use of the property financed with proceeds of tax exempt debt or (ii) other special economic benefits, (c) use by the United States government and its agencies and instrumentalities and (d) use by nonprofit corporations.

The purpose of this Summary is to assist employees of a Governmental Unit in recognizing uses, actions or other arrangements with respect to tax-exempt bond-financed property which may not comply with the requirements of the Internal Revenue Code of 1986, as amended, and which could jeopardize the tax exempt status of bonds issued to finance such property. It is not exhaustive and may not be relied upon as legal advice. Before any use, action or other

arrangement described herein is commenced, such use, action or other arrangement should be reviewed by bond counsel to the Governmental Unit.

Leases of the Financed Property. Leases and certain other agreements which transfer possession of tax exempt financed property will result in a private business use if the party to whom the property is leased is not an Governmental Unit. Examples include leases of space for book stores and cafeterias.

Priority Rights. Arrangements that convey special legal entitlements (e.g., arrangements that convey priority rights to the use or capacity of the financed property) for control or beneficial use of property financed with proceeds of tax exempt debt are treated as private business uses. Examples of such arrangements are contracts with research companies to set aside space for the testing of new products or arrangements pursuant to which a person which is not an Governmental Unit is entitled to limit, or control charges for, access to all or a portion of tax-exempt bond financed property.

Naming Rights and Sponsorship Payments. Agreements which permit a private company or organization to make payments for the right to have its name or logo used in connection with property financed with tax exempt debt may result in private business use. The rules in this area continue to evolve but “qualified sponsorship payments” should not give rise to a private business use. A qualified sponsorship payment means any payment made by any person engaged in a trade or business with respect to which there is no arrangement or expectation that such person will receive any substantial return benefit other than the use or acknowledgement of the sponsor’s name or logo in connection with the activities of the Governmental Unit. Such use or acknowledgement may not include advertising such person’s products or services. The qualified sponsorship payment would not include (a) any payment that is contingent upon attendance at events or (b) any payment that entitles the payor to the use or acknowledgement of the payor’s name or logo in regularly scheduled and printed material published by or on behalf of the Governmental Unit. This would allow donations in exchange for the usual “brass plaque” but call into question arrangements such as the right to name a facility of the Governmental Unit and control how that facility is referred to in publications and press releases.

Management and Service Contracts. Both contracts for the management of property financed with tax exempt debt and certain contracts for the provision of services in connection with property financed with tax exempt debt can result in private business use. Contracts which may result in a private business use include management, service, or incentive payment contracts between the Governmental Unit and a service provider under which the service provider provides services involving all, a portion of, or any function of, a facility financed with tax exempt debt. For example, a contract for the provision of management services for an entire facility, and a contract for management services for a specific portion of a facility, such as a cafeteria are each treated as a management contract. However, contracts for services that are solely incidental to the primary function of the property financed with tax exempt debt, such as janitorial services or office equipment repair, are not regarded as management or service contracts for this purpose. The Internal Revenue Service has published safe harbor guidance on

the circumstances under which a management or service agreement does not result in private business use. The guidance is set forth in Rev. Proc. 97-13 (1997-1 C.B. 632; 1997 IRB LEXIS 14; 1997-5 I.R.B. 18, as modified by Rev. Proc. 2001-39, 2001 IRB LEXIS 229; 2001-28 I.R.B. 38) and Notice 2014-67 attached hereto as Exhibit 1. The chart below summarizes the safe harbor guidance:

Maximum Length of Contract¹	Permitted Fee Arrangement²
Lesser of 15 years or 80% of the economic life of the property	95% periodic fixed fee with single, one time (stated dollar amount) incentive payment)
Lesser of 10 years or 80% of property life 5 years	80% periodic fixed fee All compensation based on a stated amount; periodic fixed fee; a capitation fee; a per-unit fee; or a combination of the preceding. In addition may include a percentage of gross revenues, adjusted gross revenues, or expenses of the facility (but not both revenues and expenses).
3 years cancelable upon reasonable notice by Governmental Unit at end of the second year	100% per unit fee or combination of per unit and periodic fixed fee
2 years cancelable upon reasonable notice by Governmental Unit at end of the first year	Percentage of fees charged or a combination of a per unit fee and a percentage of revenue or expense fee ⁴

¹Contract term includes any legally enforceable renewal right.

²No portion of the fee may be a net profits interest.

³A fixed amount per person for a given period of time.

⁴This option is restricted to contracts to provide services to third parties or contracts during an initial startup period of a facility.

Output Facilities. Occasionally a Governmental Unit will acquire facilities such as co-generation facilities. The sale of output (as distinguished from consumption of the output by the Governmental Unit) from an output type facility can result in a private business use.

Joint Ventures. Joint venture arrangements between a Governmental Unit and persons other than a Governmental Unit may result in private business use. These arrangements need to be examined to see if they are viewed as partnerships for federal tax purposes. The Regulations permit the governmental share of a project used in joint ventures to be financed with governmental bonds by treating the partnership of governmental entities and private entities as an aggregate of the partners rather than as a separate taxable entity. The private business use by a private entity partner will be determined based on that partner's greatest percentage share of any of the specified partnership items, income, gain, loss, deduction or credit attributable to the partnership during the measurement period.

Exclusions from Private Business Use

Incidental Uses. A very limited spectrum of incidental uses are not treated as private business uses if certain conditions are met. Those conditions are: (a) except for vending machines, pay telephones, kiosks and similar uses, the use must not involve the transfer to the private user of possession and control of space that is separated from the other areas of the facility by a physical barrier; (b) the use must not be functionally related to another use of the facility by the same private user; and (c) such incidental uses may not, in the aggregate involve more than 2.5 percent of the facility. Examples of incidental uses include pay telephones, vending machines and advertising displays.

General Public Use. Use of facilities intended for general public use is not considered "use" by nongovernmental persons in a trade or business if such persons use the facilities in their trade or business on the same basis as other members of the public. Use of the financed facilities by

organizations such as school groups, church groups, and fraternal organizations and numerous commercial organizations for a short period of time on a rate scale basis will not be considered use by nongovernmental persons in a trade or business if the rights of such a user are only those of a transient occupant rather than the full legal possessory interests of a lessee. Any arrangement that conveys priority rights to the use or capacity of the financed property will be treated as a private business use.

Short Term Uses. Certain short term uses will not be treated as private use. Use by a nongovernmental person is not private use if either:

(9) (A) the term of the use under the arrangement, including all renewal options is not longer than 200 days, and (B) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business; or

(ii) (A) the term of the use under the arrangement, including all renewal options, is not longer than 100 days, and (B) the arrangement would be treated as general public use, except that it is not available for use on the same basis by natural persons not engaged in a trade or business because generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business; or

(iii) (A) the term of the use under the arrangement, including all renewal options, is not longer than 50 days; and (B) the arrangement is a negotiated arm's-length arrangement, and compensation under the arrangement is at fair market value.

In addition, in each case the property must not be financed for the principal purpose of providing that property for use by that non-Governmental Unit.

Qualified improvements. Proceeds of tax exempt bonds that provide a governmentally owned improvement to a governmentally owned building (including its structural components and land functionally related and subordinate to the building) are not used for a private business use if

(i) The building was placed in service more than 1 year before the construction or acquisition of the improvement is begun;

(ii) The improvement is not an enlargement of the building or an improvement of interior space occupied exclusively for any private business use;

(iii) No portion of the improved building or any payments in respect of the improved building secures payment of the tax exempt bonds; and

(iv) No more than 15 percent of the improved building is used for a private business use.

Allocation of Sources to a Project and Uses

The Regulations provide a special, undivided portion allocation method as the exclusive method of allocation of sources of funding to expenditures and uses for eligible mixed-use projects. Under this method, qualified equity is allocated first to private business use of the eligible mixed-use project and then to governmental use, and tax-exempt bond proceeds are allocated first to governmental use and then to private business use. This allocation method inherently permits “floating private use”—private use that may move within a building from time to time.

An eligible mixed-use project is a project wholly owned by one or more governmental persons (or 501(c)(3) organizations) or by a partnership with at least one governmental partner that is financed with governmental bonds (or qualified 501(c)(3) bonds) and with qualified equity pursuant to the same plan of financing. Qualified equity includes proceeds of taxable bonds other than tax-credit bonds, and funds not derived from a borrowing. The qualified equity is treated as financing the project under the same plan of financing if it pays for capital expenditures of the project on a date no earlier than the date on which such expenditures would be eligible for reimbursement under the reimbursement regulations and no later than the date the measurement period begins, generally the placed-in-service date.

Read in conjunction with the allocation timing rule of Treas. Reg. Section 148-6(d)(1), which requires allocation of proceeds to expenditures not later than the later of 18 months after the expenditure is paid or the date the project is placed in service, and in no event later than 60 days after the fifth anniversary of the issue date, the issuer will at that time be able to identify qualified equity that was part of the plan of finance and allocate private business use to that equity.

In the case of a project financed with the proceeds of two or more tax-exempt issues, those proceeds are allocated pro rata throughout the project to the governmental use and the private business use.

Measurement of Private Business Use

All private business uses of property financed by a bond issue are aggregated to determine if the limitations have been exceeded. Private business use of property is measured on an average basis over a measurement period that runs from the later of the issue date of the bonds or the date property is placed in service, through the earlier of the last date of the expected economic life of the property or the maturity date of the bonds or refunding bonds. The average percentage of private business use is the average of the percentages of private business during one-year periods within the measurement period. The percentage of private business use for any one-year period

is the average private business use for that year, determined by comparing the amount of private business use during that year to the total amount of private business use and governmental use.

EXHIBIT 1**Rev. Proc. 97-13, 1997-1 C.B. 632, as amended by Notice 2014-67**

SECTION 1. PURPOSE

The purpose of this revenue procedure is to set forth conditions under which a management contract does not result in private business use under section 141(b) of the Internal Revenue Code of 1986. This revenue procedure also applies to determinations of whether a management contract causes the test in section 145(a)(2)(B) of the 1986 Code to be met for qualified 501(c)(3) bonds.

SECTION 2. BACKGROUND

.01 Private Business Use.

(1) Under section 103(a) of the 1986 Code, gross income does not include interest on any state or local bond. Under section 103(b)(1) of the 1986 Code, however, section 103(a) of the 1986 Code does not apply to a private activity bond, unless it is a qualified bond under section 141(e) of the 1986 Code. Section 141(a)(1) of the 1986 Code defines “private activity bond” as any bond issued as part of an issue that meets both the private business use and the private security or payment tests. Under section 141(b)(1) of the 1986 Code, an issue generally meets the private business use test if more than 10 percent of the proceeds of the issue are to be used for any private business use. Under section 141(b)(6)(A) of the 1986 Code, private business use means direct or indirect use in a trade or business carried on by any person other than a governmental unit. Section 145(a) of the 1986 Code also applies the private business use test of section 141(b)(1) of the 1986 Code, with certain modifications.

(2) Corresponding provisions of the Internal Revenue Code of 1954 set forth the requirements for the exclusion from gross income of the interest on state or local bonds. For purposes of this revenue procedure, any reference to a 1986 Code provision includes a reference to the corresponding provision, if any, under the 1954 Code.

(3) Private business use can arise by ownership, actual or beneficial use of property pursuant to a lease, a management or incentive payment contract, or certain other arrangements. The Conference Report for the Tax Reform Act of 1986, provides as follows:

The conference agreement generally retains the present-law rules under which use by persons other than governmental units is determined for purposes of the trade or business use test. Thus, as under present law, the use of bond-financed property is treated as a use of bond proceeds. As under present law, a person may be a user of bond proceeds and bond-financed property as a result of (1) ownership or (2) actual or beneficial use of property pursuant to a lease, a management or incentive payment contract, or (3) any other arrangement such as a take-or-pay or other output-type contract.

2 H.R. Conf. Rep. No. 841, 99th Cong., 2d Sess. II-687-688, (1986) 1986-3 (Vol. 4) C.B. 687-688 (footnote omitted).

(4) A management contract that gives a nongovernmental service provider an ownership or leasehold interest in financed property is not the only situation in which a contract may result in private business use.

(5) Section 1.141-3(b)(4)(i) of the Income Tax Regulations provides, in general, that a management contract (within the meaning of section 1.141-3(b)(4)(ii)) with respect to financed property may result in private business use of that property, based on all the facts and circumstances.

(6) Section 1.141-3(b)(4)(i) provides that a management contract with respect to financed property generally results in private business use of that property if the contract provides for compensation for services rendered with compensation based, in whole or in part, on a share of net profits from the operation of the facility.

(7) Section 1.141-3(b)(4)(iii), in general, provides that certain arrangements generally are not treated as management contracts that may give rise to private business use. These are--

(a) Contracts for services that are solely incidental to the primary governmental function or functions of a financed facility (for example, contracts for janitorial, office equipment repair, hospital billing or similar services);

(b) The mere granting of admitting privileges by a hospital to a doctor, even if those privileges are conditioned on the provision of de minimis services, if those privileges are available to all qualified physicians in the area, consistent with the size and nature of its facilities;

(c) A contract to provide for the operation of a facility or system of facilities that consists predominantly of public utility property (as defined in section 168(i)(10) of the 1986 Code), if the only compensation is the reimbursement of actual and direct expenses of the service provider and reasonable administrative overhead expenses of the service provider; and

(d) A contract to provide for services, if the only compensation is the reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties.

(8) Section 1.145-2(a) provides generally that sections 1.141-0 through 1.141-15 apply to section 145(a) of the 1986 Code.

(9) Section 1.145-2(b)(1) provides that in applying sections 1.141-0 through 1.141-15 to section 145(a) of the 1986 Code, references to governmental persons include section 501(c)(3) organizations with respect to their activities that do not constitute unrelated trades or businesses under section 513(a) of the 1986 Code.

.02 Existing Advance Ruling Guidelines. Rev. Proc. 93-19, 1993-1 C.B. 526, contains advance ruling guidelines for determining whether a management contract results in private business use under section 141(b) of the 1986 Code.

SECTION 3. DEFINITIONS

.01 Adjusted gross revenues means gross revenues of all or a portion of a facility, less allowances for bad debts and contractual and similar allowances.

.02 Capitation fee means a fixed periodic amount for each person for whom the service provider or the qualified user assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to covered persons varies substantially. For example, a capitation fee includes a fixed dollar amount payable per month to a medical service provider for each member of a health maintenance organization plan for whom the provider agrees to provide all needed medical services for a specified period. A capitation fee may include a variable component of up to 20 percent of the total capitation fee designed to protect the service provider against risks such as catastrophic loss.

.03 Management contract means a management, service, or incentive payment contract between a qualified user and a service provider under which the service provider provides services involving all, a portion of, or any function of, a facility. For example, a contract for the provision of management services for an entire hospital, a contract for management services for a specific department of a hospital, and an incentive payment contract for physician services to patients of a hospital are each treated as a management contract. See sections 1.141-3(b)(4)(ii) and 1.145-2.

.04 Penalties for terminating a contract include a limitation on the qualified user's right to compete with the service provider; a requirement that the qualified user purchase equipment, goods, or services from the service provider; and a requirement that the qualified user pay liquidated damages for cancellation of the contract. In contrast, a requirement effective on cancellation that the qualified user reimburse the service provider for ordinary and necessary expenses or a restriction on the qualified user against hiring key personnel of the service provider is generally not a contract termination penalty. Another contract between the service provider and the qualified user, such as a loan or guarantee by the service provider, is treated as creating a contract termination penalty if that contract contains terms that are not customary or arm's-length that could operate to prevent the qualified user from terminating the contract (for example, provisions under which the contract terminates if the management contract is terminated or that place substantial restrictions on the selection of a substitute service provider).

.05 Periodic fixed fee means a stated dollar amount for services rendered for a specified period of time. For example, a stated dollar amount per month is a periodic fixed fee. The stated dollar amount may automatically increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective external standards. Capitation fees and per-unit fees are not periodic fixed fees.

.06 Per-unit fee means a fee based on a unit of service provided specified in the contract or otherwise specifically determined by an independent third party, such as the administrator of

the Medicare program, or the qualified user. For example, a stated dollar amount for each specified medical procedure performed, car parked, or passenger mile is a per-unit fee. Separate billing arrangements between physicians and hospitals generally are treated as per-unit fee arrangements.

.07 Qualified user means any state or local governmental unit as defined in section 1.103-1 or any instrumentality thereof. The term also includes a section 501(c)(3) organization if the financed property is not used in an unrelated trade or business under section 513(a) of the 1986 Code. The term does not include the United States or any agency or instrumentality thereof.

.08 Renewal option means a provision under which the service provider has a legally enforceable right to renew the contract. Thus, for example, a provision under which a contract is automatically renewed for one-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

.09 Service provider means any person other than a qualified user that provides services under a contract to, or for the benefit of, a qualified user.

SECTION 4. SCOPE

This revenue procedure applies when, under a management contract, a service provider provides management or other services involving property financed with proceeds of an issue of state or local bonds subject to section 141 or section 145(a)(2)(B) of the 1986 Code.

SECTION 5. OPERATING GUIDELINES FOR MANAGEMENT CONTRACTS

.01 IN GENERAL. If the requirements of section 5 of this revenue procedure are satisfied, the management contract does not itself result in private business use. In addition, the use of financed property, pursuant to a management contract meeting the requirements of section 5 of this revenue procedure, is not private business use if that use is functionally related and subordinate to that management contract and that use is not, in substance, a separate contractual agreement (for example, a separate lease of a portion of the financed property). Thus, for example, exclusive use of storage areas by the manager for equipment that is necessary for it to perform activities required under a management contract that meets the requirements of section 5 of this revenue procedure, is not private business use.

.02 GENERAL COMPENSATION REQUIREMENTS.

(1) IN GENERAL. The contract must provide for reasonable compensation for services rendered with no compensation based, in whole or in part, on a share of net profits from the operation of the facility. Reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties is not by itself treated as compensation.

(2) ARRANGEMENTS THAT GENERALLY ARE NOT TREATED AS NET PROFITS ARRANGEMENTS. For purposes of section 1.141-3(b)(4)(i) and this revenue procedure, compensation based on--

(a) A percentage of gross revenues (or adjusted gross revenues) of a facility or a percentage of expenses from a facility, but not both;

(b) A capitation fee; or

(c) A per-unit fee

is generally not considered to be based on a share of net profits.

(3) **PRODUCTIVITY REWARD.** For purposes of section 1.141-3(b)(4)(i) and this revenue procedure, a productivity reward equal to a stated dollar amount based on increases or decreases in gross revenues (or adjusted gross revenues), or reductions in total expenses (but not both increases in gross revenues (or adjusted gross revenues) and reductions in total expenses) in any annual period during the term of the contract, generally does not cause the compensation to be based on a share of net profits. A productivity reward for services in any annual period during the term of the contract generally also does not cause the compensation to be based on a share of net profits of the financed facility if:

- The eligibility for the productivity award is based on the quality of the services provided under the management contract (for example, the achievement of Medicare Shared Savings Program quality performance standards or meeting data reporting requirements), rather than increases in revenues or decreases in expenses of the facility; and

- The amount of the productivity award is a stated dollar amount, a periodic fixed fee, or a tiered system of stated dollar amounts or periodic fixed fees based solely on the level of performance achieved with respect to the applicable measure.

(4) **REVISION OF COMPENSATION ARRANGEMENTS.** In general, if the compensation arrangements of a management contract are materially revised, the requirements for compensation arrangements under section 5 of this revenue procedure are retested as of the date of the material revision, and the management contract is treated as one that was newly entered into as of the date of the material revision.

.03 **PERMISSIBLE ARRANGEMENTS.** The management contract must be described in section 5.03(1), (2), (3), (4), (5), (6), or (7) of this revenue procedure.

(1) **95 PERCENT PERIODIC FIXED FEE ARRANGEMENTS.** At least 95 percent of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee. The term of the contract, including all renewal options, must not exceed the lesser of 80 percent of the reasonably expected useful life of the financed property and 15 years. For purposes of this section 5.03(1), a fee does not fail to qualify as a periodic fixed fee as a result of a one-time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached if that award is equal to a single, stated dollar amount.

(2) **80 PERCENT PERIODIC FIXED FEE ARRANGEMENTS.** At least 80 percent of the compensation for services for each annual period during the term of the contract is based on a

periodic fixed fee. The term of the contract, including all renewal options, must not exceed the lesser of 80 percent of the reasonably expected useful life of the financed property and 10 years. For purposes of this section 5.03(2), a fee does not fail to qualify as a periodic fixed fee as a result of a one-time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached if that award is equal to a single, stated dollar amount.

(3) **SPECIAL RULE FOR PUBLIC UTILITY PROPERTY.** If all of the financed property subject to the contract is a facility or system of facilities consisting of predominantly public utility property (as defined in section 168(i)(10) of the 1986 Code), then “20 years” is substituted --

(a) For “15 years” in applying section 5.03(1) of this revenue procedure; and

(b) For “10 years” in applying section 5.03(2) of this revenue procedure.

(4) **50 PERCENT PERIODIC FIXED FEE ARRANGEMENTS.** Either at least 50 percent of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee or all of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee. The term of the contract, including all renewal options, must not exceed 5 years. The contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the third year of the contract term.

(5) **PER-UNIT FEE ARRANGEMENTS IN CERTAIN 3-YEAR CONTRACTS.**

All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee. The term of the contract, including all renewal options, must not exceed 3 years. The contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the second year of the contract term.

(6) **PERCENTAGE OF REVENUE OR EXPENSE FEE ARRANGEMENTS IN CERTAIN 2-YEAR CONTRACTS.** All the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee. During the start-up period, however, compensation may be based on a percentage of either gross revenues, adjusted gross revenues, or expenses of a facility. The term of the contract, including renewal options, must not exceed 2 years. The contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the first year of the contract term. This section 5.03(6) applies only to--

(a) Contracts under which the service provider primarily provides services to third parties (for example, radiology services to patients); and

(b) Management contracts involving a facility during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the

annual gross revenues and expenses (for example, a contract for general management services for the first year of operations).

(7) ARRANGEMENTS IN CERTAIN 5-YEAR CONTRACTS.

All of the compensation for services is based on a stated amount; periodic fixed fee; a capitation fee; a per-unit fee; or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the facility (but not both revenues and expenses). The term of the contract, including all renewal options, does not exceed five years. Such contract need not be terminable by the qualified user prior to the end of the term. For purposes of this section 5.03(7), a tiered productivity award as described in section 5.02(3) will be treated as a stated amount or a periodic fixed fee, as appropriate.

.04 NO CIRCUMSTANCES SUBSTANTIALLY LIMITING EXERCISE OF RIGHTS.

(1) IN GENERAL. The service provider must not have any role or relationship with the qualified user that, in effect, substantially limits the qualified user's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

(2) SAFE HARBOR. This requirement is satisfied if--

(a) Not more than 20 percent of the voting power of the governing body of the qualified user in the aggregate is vested in the service provider and its directors, officers, shareholders, and employees;

(b) Overlapping board members do not include the chief executive officers of the service provider or its governing body or the qualified user or its governing body; and

(c) The qualified user and the service provider under the contract are not related parties, as defined in section 1.150-1(b).

SECTION 6. EFFECT ON OTHER DOCUMENTS

Rev. Proc. 93-19, 1993-1 C.B. 526, is made obsolete on the effective date of this revenue procedure.

SECTION 7. EFFECTIVE DATE

This revenue procedure is effective for any management contract entered into, materially modified, or extended (other than pursuant to a renewal option) on or after May 16, 1997. In addition, an issuer may apply this revenue procedure to any management contract entered into prior to May 16, 1997.

DRAFTING INFORMATION

The principal author of this revenue procedure is Loretta J. Finger of the Office of Assistant Chief Counsel (Financial Institutions and Products). For further information regarding this revenue procedure contact Loretta J. Finger on (202) 622-3980 (not a toll free call).

SECTION 6. EFFECT ON OTHER DOCUMENTS

This revenue procedure modifies Rev. Proc. 97-13, 1997-1 C.B. 632.

SECTION 7. EFFECTIVE DATE

This revenue procedure is effective for any management contract entered into, materially modified, or extended (other than pursuant to a renewal option) on or after July 9, 2001. In addition, an issuer may apply this revenue procedure to any management contract entered into prior to July 9, 2001.

DRAFTING INFORMATION

The principal authors of this revenue procedure are Mary Truchly and Rebecca Harrigal, Office of Chief Counsel.

Rev. Proc. 2001-39; 2001-28 IRB 1 (18 Jun 2001)

===== SUMMARY =====

The Service in Rev. Proc. 2001-39 has modified the definitions of capitation fee and per-unit fee in Rev. Proc. 97-13, 1997-1 C.B. 632, to allow an automatic increase of those fees according to a specified, objective, external standard that isn't linked to the output or efficiency of a facility.

Rev. Proc. 2001-39 applies when, under a management contract, a service provider provides management or other services involving property financed with proceeds of an issue of state or local bonds subject to section 141 or section 145(a)(2)(B). Rev. Proc. 2001-39 is effective for any management contract entered into, materially modified, or extended after July 8, 2001. Also, an issuer may apply the revenue procedure to any management contract entered into before July 9, 2001.

===== FULL TEXT ===== Part III

Administrative, Procedural, and Miscellaneous

26 CFR 601.601: Rules and regulations. (Also Part I, sections 103, 141, 145; 1.141-3, 1.145-2.)

SECTION 1. PURPOSE

This revenue procedure modifies the definitions of capitation fee and per-unit fee in Rev. Proc. 97-13, 1997-1 C.B. 632, to permit an automatic increase of those fees according to a

specified, objective, external standard that is not linked to the output or efficiency of a facility (for example, the Consumer Price Index).

SECTION 2. BACKGROUND

.01 Rev. Proc. 97-13 sets forth conditions under which a management contract does not result in private business use under section 141(b) of the Internal Revenue Code. The revenue procedure also applies to determinations of whether a management contract causes the test in section 145(a)(2)(B) to be met.

.02 Section 3 of Rev. Proc. 97-13 defines various terms, including capitation fee, periodic fixed fee, and per-unit fee.

.03 Section 3.02 of Rev. Proc. 97-13 defines a capitation fee as a fixed periodic amount for each person for whom the service provider or the qualified user assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to covered persons varies substantially. A capitation fee may include a variable component of up to 20 percent of the total capitation fee designed to protect the service provider against risks such as catastrophic loss.

.04 Section 3.05 of Rev. Proc. 97-13 defines a periodic fixed fee as a stated dollar amount for services rendered for a specified period of time. The definition of periodic fixed fee provides that the stated dollar amount may automatically increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility.

.05 Section 3.06 of Rev. Proc. 97-13 defines a per-unit fee as a fee based on a unit of service provided specified in the contract or otherwise specifically determined by an independent third party, such as the administrator of the Medicare program, or the qualified user.

.06 Neither the capitation fee definition nor the per-unit fee definition expressly contemplates an automatic increase based on a specified, objective, external standard not linked to the output or efficiency of the facility.

.07 This revenue procedure clarifies that a capitation fee and a per-unit fee may be determined using an automatic increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility (for example, the Consumer Price Index).

SECTION 3. SCOPE

This revenue procedure applies when, under a management contract, a service provider provides management or other services involving property financed with proceeds of an issue of state or local bonds subject to section 141 or section 145(a)(2)(B).

SECTION 4. MODIFICATIONS

.01 Section 3.02 of Rev. Proc. 97-13 is modified to add the following text immediately before the last sentence:

A fixed periodic amount may include an automatic increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in

an area or increases in revenues or costs in an industry are objective, external standards. .02 Section 3.06 of Rev. Proc. 97-13 is modified to add the following text at the end:

A fee that is a stated dollar amount specified in the contract does not fail to be a per-unit fee as a result of a provision under which the fee may automatically increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective, external standards.

SECTION 5. INQUIRIES

For further information regarding this revenue procedure contact David White at (202) 622-3980 (not a toll-free call).

SECTION 6. EFFECT ON OTHER DOCUMENTS

This revenue procedure modifies Rev. Proc. 97-13, 1997-1 C.B. 632.

SECTION 7. EFFECTIVE DATE

This revenue procedure is effective for any management contract entered into, materially modified, or extended (other than pursuant to a renewal option) on or after July 9, 2001. In addition, an issuer may apply this revenue procedure to any management contract entered into prior to July 9, 2001.

DRAFTING INFORMATION

The principal authors of this revenue procedure are Mary Truchly and Rebecca Harrigal, Office of Chief Counsel.

TAB II

**PRIVATE BUSINESS USE QUESTIONNAIRE
GOVERNMENTAL BONDS**

TO: [NAME]

[TITLE]

FROM: .

DATE: [CURRENT DATE]

RE: Use of Tax-Exempt Bond-Financed Property

In order to maintain the tax exempt status of bonds (including any short-term obligations such as notes) which have been issued to finance facilities or equipment for the benefit of _____ (the “Issuer”), the ownership and certain uses of the Bond-Financed Property must be monitored and recorded. In general, the ownership and use of the Bond-Financed Property must be monitored and recorded from the date of issue of the bonds until the earlier of the end of the expected life of the property, or the final maturity date of any bonds issued to finance the property. Because it is the Internal Revenue Service’s position that records be maintained until 3 years after the final maturity date of any bonds issued to finance (or refinance) the property, staff will be asked to update these records for changes in the use or ownership of the property.

Attached is a schedule with a brief description of property financed with proceeds of tax exempt bonds. Our records indicate the property is located at [NAME OF FACILITY]. Please review your records and respond to each of the questions for the Bond-Financed Property listed, including both the present use of the property and any past uses of it. Please do not skip questions. If you are uncertain how to respond to a particular question please provide a brief explanation in the space immediately following the question. If necessary one of my staff members will contact you for clarification. Please refer to Tab I-A, Private Activity Restrictions on Private Business Use, of the Post-Issuance Compliance Guide, for a brief description of types of private use.

We recognize that some of the requested information and records may not be available. However, your cooperation is necessary in order to collect as much of this information as possible.

SCHEDULE

USE OF TAX EXEMPT BOND BOND-FINANCED PROPERTY

Description of property: [Description] (the “Bond-Financed Property”)

Location: [facility name]

Bond or Note Issue: [name of bonds or notes]

Survey Date: [current date]

PLEASE REVIEW APPENDIX A FOR APPLICABLE RULES ON PRIVATE USE

I. Familiarity with Uses

1.1 My familiarity with, and/or the records with respect to, the uses made of the Bond-Financed Property, dates back to _____ [insert date]

1.2 For information on uses of the Bond-Financed Property prior to the date set forth in Section 1.1, I suggest contacting _____.

II. Ownership and Use of the Bond-Financed Property.

2.1 When was the Bond-Financed Property placed in service? _____

2.2 Is the Bond-Financed Property still owned by the Issuer? Yes No

2.3 If, no, on what day was the Bond-Financed Property disposed of? _____.
What were the terms of the disposition?

2.4 Is the Bond-Financed Property still in use? Yes No If No, please explain when it stopped being used and what its current state is.

2.5 Is the Bond-Financed Property still being used for its original purpose? Yes No If No, please explain how it is being used.

III. Leases of the Bond-Financed Property.

3.1 Has any portion of the Bond-Financed Property been leased to or been the subject of a possessory interest, such as a license in, any person? YES NO

3.2 If the answer to the preceding question is yes, describe the nature and the extent of all such interests, including the lease payments, and identify the persons or organizations to whom such interests have been given.

IV. Priority Rights.

4.1 Has any portion of the Bond-Financed Property been the subject of an arrangement with a person other than a Governmental Unit for priority use or for use of certain capacity of the Bond-Financed Property? YES NO

4.2 If the answer to the preceding question is Yes, describe the nature and the extent of all such interests, including any payments, and identify the persons or organizations to whom such interests have been given.

4.3 Has any portion of the Bond-Financed Property been used in the testing of products under a contract with a person other than a Governmental Unit? YES NO

4.4 If the answer to the preceding question is Yes, describe the nature and the extent of all such arrangements, and identify the persons or organizations with whom such arrangements have been entered into.

V. Naming Rights or Sponsorship Agreements.

5.1 Has any portion of the Bond-Financed Property been the subject of a contract or other arrangement with anyone pursuant to which the that person will make a payment to the Issuer in return for the right to have its name or logo used in connection with the Issuer or any portion thereof? YES NO If Yes, please provide details of the arrangement.

VI. Research.

6.1 Has any portion of the Bond-Financed Property been used in research sponsored by anyone other than a Governmental Unit? (Note that the federal government is not a Governmental Unit.) YES NO

6.2 If Yes, please describe the nature and the extent of all such arrangements, and identify the persons or organizations with whom such arrangements have been entered into. Please attach a copy of any contract or arrangement relating to such research.

VII. Management Agreements and Service Agreements.

7.1 Has any portion of the Bond-Financed Property been used in connection with any type of service contract or management contract described below?

(a) A contract with a non-employee group, other than a Governmental Unit, to provide services to, or manage any function of, the Issuer? YES NO If Yes, identify the person or organization that is a party to the contract.

(b) A contract with an employee to provide services to, or manage any function of, the Issuer, where such contract contains an incentive compensation arrangement? YES NO If Yes, identify the person or organization that is a party to the contract.

(c) A contract with a person other than a Governmental Unit to provide services, such as food services to the Issuer? YES NO If Yes, identify the person or organization that is a party to the contract.

7.2 For each contract identified in Section 7.1 answer the following questions, which track the safe harbor requirements of Rev. Proc. 97-13. Identify the answer by the name of the contracting party. Attach a copy of the contract to this questionnaire response.

(a) What is or was the term of the contract/agreement, including all renewal options?

(b) Does the Issuer have the option to cancel the contract/agreement without penalty or cause? YES NO

(c) Is or was any of the compensation of the manager/service provider based on a share of net profits? YES NO

(d) What is or was the annual compensation arrangement for the manager/service provider?

(e) Does the governing body of the Issuer include the manager/service provider or any of its directors, officers, shareholders, or employees? YES NO

(f) Does the governing body of the manager/service provider include any of the Issuer's governing body, officers, or employees? YES NO

(g) Is the chief executive officer of either the Issuer or the manager/service provider a member of the governing body of the other? YES NO

(h) Does the manager/service provider have any role or relationship with the Issuer that might limit the Issuer’s ability to exercise its rights (including cancellation rights) under the contract? YES NO This would include a limitation on the Issuer’s right to compete with the service provider; a requirement that the Issuer purchase equipment, goods, or services from the service provider; or a requirement that the Issuer pay liquidated damages for cancellation of the contract.

(i) Will the members of the governing body of the Issuer own any interest in the management company? YES NO

VII. Output Facilities.

8.1 Is any portion of the Bond-Financed Property an output type facility? YES NO

8.2 If the answer to the preceding question is Yes, has any of the output from those facilities been sold or been used to service facilities used in the trade or business of persons other than Governmental Units? YES NO

IX Joint Ventures.

9.1 Has any portion of the Bond-Financed Property been used in any joint venture arrangement with any person other than a Governmental Unit? YES NO If Yes, please provide details of the arrangement.



Date: _____

By: _____

Name: _____

Title: _____

TAB III
REMEDIAL ACTIONS
GOVERNMENTAL BONDS

Introduction

The Internal Revenue Code of 1986, as amended (the “Code”) limits the amount of proceeds of tax-exempt governmental bonds (including short-term obligations such as notes) that can be used for the benefit of private businesses. Section 141 of the Code treats as a taxable private activity bond a bond issued as part of an issue that meets the private business use test and the private security or payment test, or the private loan test. The private business use test is met if the amount of proceeds of bonds that are used in a private business use is more than ten percent of total proceeds. The private security or payment test is met if the payment of debt service on more than 10 percent of the issue is directly or indirectly (i) secured by any interest in property used for a private business use or payments in respect of such property or (ii) derived from payments in respect of property or borrowed money used for a private business use. A five percent limit is used in lieu of a ten percent limit if the private use is unrelated to a governmental use or related but disproportionate to a governmental use. For purposes of Section 141, the term private business includes nonprofit, 501(c)(3) organizations as well as the federal government.

Deliberate Action

The Regulations promulgated by the Internal Revenue Service (“IRS”) under Section 141 of the Code, specifically provide that bonds will be treated as private activity bonds if the issuer takes a deliberate action subsequent to the issue date that causes the tests for a private activity bond to be met. An issuer cannot rely merely on its expectations on the date of issuance to avoid jeopardizing the status of its bonds as governmental bonds. A deliberate action is any action taken by an issuer, but not including an action, such as a condemnation, that would be treated as an involuntary or compulsory conversion under Section 1033 of the Code, or an action that is taken in response to a regulatory directive made by the federal government. A deliberate action is deemed to occur when the issuer enters into a binding contract with a nongovernmental person for use of the financed property that is not subject to any material contingencies. In most cases, material conditions to closing a transaction will be treated as material contingencies so that the date of deliberate action will be the date disposition proceeds are received.

Conditions to Remedial Action

Under the Regulations, in order to take a remedial action to preserve the tax-exempt status of interest on bonds, the following conditions must be met:

(1) *Reasonable expectations test.* The issuer must reasonably have expected on the issue date that neither the private business test nor the private loan test would be met. The period of time that has elapsed since the bonds were issued will be a factor in evaluating the reasonableness of expectations. Under certain conditions an expectation on the issue date to take

a deliberate action that would cause one of the tests to be met (e.g., a sale of the project) will be disregarded if the issuer expected on the issue date that the financed property would be used for a qualified purpose for a substantial period before such action, the issuer is required to redeem all nonqualifying bonds (without regard to the amount of disposition proceeds) within 6 months of the action, the redemption meets all the remedial action conditions (described below) and there was no arrangement on the date of issue with a nongovernmental person or a non-501 (c)(3) organization with respect to the activity;

(2) *Maturity not unreasonably long.* The term of the bond *issue* must not be longer than is reasonably necessary for the governmental purpose of the issue. This requirement is met under a safe harbor if the weighted average maturity of the bonds is not greater than 120 percent of the average reasonably expected economic life of the financed property as of the issue date.

(3) *Fair market value consideration.* The terms of any change in use or loan arrangement are bona fide and arms-length and the new user pays fair market value for the use of the financed property. For this purpose fair market value may take into account restrictions on the use of the financed property that serve a bona fide governmental purpose.

(4) *Disposition proceeds treated as gross proceeds for arbitrage purposes.* Any disposition proceeds must be treated as gross proceeds for arbitrage purposes. This will require that the issuer meet yield restriction or rebate requirements with respect to these funds. The issuer may treat the date of receipt of the proceeds as an issue date for purposes of eligibility for temporary periods and exemptions from rebate.

(5) *Proceeds expended on a governmental purpose.* Except where a redemption or defeasance remedial action is taken, the proceeds must have been expended on a governmental purposes before the date of the deliberate action.

Effect of Remedial Action

A remedial action is treated as curing a change in ownership or a private use or private loan of proceeds, thereby preserving the tax-exempt status of existing bonds. It does not cure a failure to meet the private payment or security interest limitation. In the case of advance refunding bonds, remedial action taken with respect to the refunding bonds proportionally reduces the amount of proceeds of the refunded bonds that is taken into account under the private business use or loan test. In other words, the remedial action taken with respect to the refunding bonds proportionally "cures" the refunded bonds.

Disposition Proceeds and Nonqualified Bonds

Generally, in order to take one of the remedial actions it is necessary to know what the disposition proceeds are and how much of the disposition proceeds are allocated to particular issues. Disposition proceeds arise in a sale, exchange or other disposition of bond-financed property. Disposition proceeds do not arise, however, in an installment sale arrangement and the

bond proceeds remain allocated to the transferred property in that case. This distinction becomes important when determining what remedial action is appropriate.

In the case of property financed from different sources of funding, the disposition proceeds are first allocated to the outstanding bonds (both taxable and tax-exempt) that financed the property in proportion to the principal amount of the outstanding bonds. Disposition proceeds may not be allocated to bonds that are no longer outstanding or to revenues if the disposition proceeds are not greater than the total principal amount of the outstanding bonds allocable to that property. Only amounts in excess of that total may be allocated to another source.

Under the Regulations, the amount of nonqualified bonds that arise from a deliberate action is a percentage of the outstanding bonds equal to the highest percentage of private business use in any one-year period commencing with the deliberate action. Allocations to nonqualified bonds must be made on a pro-rata basis except that for purposes of the redemption or defeasance remedial action the issuer may treat bonds with longer maturities as the nonqualified bonds. This treatment would be necessary, for example, where the bonds are required to be called in inverse order of maturity rather than pro rata.

Permitted Remedial Actions

Redemptions or Defeasance

The first remedial action is redemption or defeasance which is available in the case of a deliberate action taking the form of a sale, lease or nonqualified management contract or other action. This remedial action probably will be the most frequently used remedial action in sale transactions. Under this remedial action, other than in the case of an exclusively cash disposition, all nonqualified bonds must be redeemed within 90 days of the deliberate action. Proceeds of tax-exempt bonds may not be used to effect the redemption unless they are proceeds of qualified private activity bonds (e.g., exempt facility bonds) taking into account the purchaser's use. If the bonds are not currently redeemable, a defeasance escrow must be established for all nonqualified bonds within 90 days of the deliberate action and notice of defeasance must be furnished to the Commissioner of Internal Revenue within 90 days of the escrow establishment. Defeasance is only available as a remedial action, however, if the period between the issue date and the first call date is not more than 10½ years. Thus, for example, if a bond-financed building is leased to a private for-profit entity, all tax-exempt bonds that financed that building would have to be redeemed or defeased within 90 days.

In the case of a disposition, a sale, exclusively for cash, if the disposition proceeds are less than the amount of the nonqualified bonds, only an amount equal to the disposition proceeds must be used to redeem or defease a pro rata portion of the nonqualified bonds.

An anticipatory remedial action through redemption or defeasance may be taken in advance of an expected deliberate action. To meet this remedial action rule, an issuer must declare its official intent to redeem or defease all the bonds that would become nonqualified bonds as a result of a subsequent deliberate action and redeem or defease such bonds prior to the action

occurring. The declaration of intent must precede the redemption or defeasance, identify the financed property with respect to which the remedial action is being undertaken and describe the deliberate action that is expected to occur. The redemption or defeasance of the nonqualified bonds must not result in an extension of the weighted average maturity of the bonds, subject to a limited transition rule

Alternative Use of Disposition Proceeds

In the case of a disposition exclusively for cash, the issuer may, in lieu of redeeming or defeasing bonds, expend the disposition proceeds on other qualifying facilities. The issuer must reasonably expect to expend the disposition proceeds within two years of the deliberate action and must treat the disposition proceeds as bond proceeds for purposes of Section 141. The issuer must not use such proceeds in a manner that would cause the private business tests or the private loan test to be met. Furthermore the issuer must not take any action subsequent to the date of deliberate action to cause either of these tests to be met. This requirement precludes the issuer from repeatedly taking advantage of the remedial action provisions with respect to the same bond issue. If the issuer does not use all of the disposition proceeds for an alternative use it must use the remaining proceeds to redeem or defease bonds as described above.

If the disposition proceeds are to be used by a 501(c)(3) organization, the nonqualified bonds must, in addition, be treated as reissued and must, beginning on the date of the deliberate action, meet all the requirements for qualified 501(c)(3) bonds. For example, this requires that a TEFRA hearing be held and approval obtained with respect to the new uses of proceeds before the date of the deliberate action.

Alternative Use of Facility

The third remedial action, alternative use of a facility, permits the bonds to remain outstanding if the facility is now used for a qualifying purpose and the nonqualified bonds are treated as reissued as of the date of deliberate action as qualified bonds, e.g., qualified 501(c)(3) bonds or qualified exempt facility bonds. The nonqualified bonds must satisfy all the requirements for that particular type of issue from the date of deliberate action, including the volume cap limitation of Section 146 of the Code, if applicable. The Regulations specifically provide, however, that the used property limitation of Section 147 will not apply. In the case of exempt facility bonds, and other non-501(c)(3) qualified bonds, the interest will be treated *as* a preference item for alternative minimum tax ("AMT") purposes (see discussion below). This remedial action is not available if the deliberate action involves a disposition to a purchaser who finances the purchase with tax-exempt bonds.

The Regulations provide that any disposition proceeds, including proceeds from an installment sale, must be used to pay debt service on the bonds on the next available payment date or within 90 days of receipt, be deposited into a defeasance escrow, yield restricted and used to pay debt service on the bonds on the next available payment date. The Regulations do not address under this remedial action alternative how to deal with the change in status of interest from non-AMT to AMT. This is addressed, however, in *Rev. Proc. 97-15*, discussed below.

Rev. Proc. 97-15

Rev. Proc. 97-15 provides a program under which an issuer may request a closing agreement as a remedial action to prevent interest on outstanding bonds from being included in gross income or to prevent interest from being treated as an item of tax preference for AMT purposes as a result of a subsequent action. Closing agreements under this program will not resolve any other issue, nor will they preclude an examination by the IRS of any matters not addressed in the closing agreement. These closing agreements are not available with respect to an issue of outstanding bonds that is under examination by the IRS.

Closing Agreement as to Exclusion from Gross Income

A number of procedural and substantive conditions to obtaining a closing agreement are set forth in Rev. Proc. 97-15. In addition, in the case of a closing agreement that provides that interest will not be included in gross income, the issuer must agree to redeem the outstanding bonds at the next redemption date. The issuer also must pay a closing agreement amount equal to the sum of the present value amounts determined by multiplying the amount of interest accruing on the nonqualified bonds in each year by .29 and present valuing each such number from April 15 of the year after the interest accrues to the date on which the payment is sent to the IRS, using as the discount rate the taxable applicable federal rate for a term equal to the period from the subsequent action to the redemption date.

Alternative Minimum Tax Closing Agreement

In the case of a closing agreement that provides that the interest will not be treated as an item of tax preference, among other conditions, the issuer must pay an amount equal to the sum of certain present value amounts. These amounts are determined by multiplying the principal amount of the nonqualified bonds that will be outstanding on January 1 in each calendar year beginning in the year of the subsequent action and ending the first calendar year in which the bonds will no longer be outstanding, by .0014 and present valuing each such number from April 15 of the year following each such calendar year to the date of payment to the IRS, using the applicable federal rate for the period specified in the closing agreement as the discount rate.

VCAP

The IRS has adopted procedures for its Voluntary Closing Agreement Program (“VCAP”) under which issuers of tax exempt bonds can voluntarily resolve violations of the Code or Regulations on behalf of their bondholders or themselves through closing agreements with the IRS. These procedures are set forth in Internal Revenue Manual 7.2.3.1. If a deliberate action has occurred that cannot be remedied with a remedial action, a VCAP should be considered.

TAB IV**INTERNAL REVENUE SERVICE – TAX EXEMPT BONDS****TAX EXEMPT BOND FAQs REGARDING
RECORD RETENTION REQUIREMENTS**

During the course of an examination, IRS Tax Exempt Bonds (TEB) agents will request all material records and information necessary to support a municipal bond issue's compliance with section 103 of the Internal Revenue Code. The following information is intended solely to answer frequently asked questions concerning how the broad record retention requirements under section 6001 of the Code apply to tax-exempt bond transactions. Although this document provides information with respect to many of the concerns raised by members of the municipal finance industry about record retention, it is not to be cited as an authoritative source on these requirements. TEB recommends that issuers and other parties to tax-exempt bond transactions review section 6001 of the Code and the corresponding Income Tax Regulations in consultation with their counsel.

These frequently asked questions and answers are provided for general information only and should not be cited as any type of legal authority. They are designed to provide the user with information required to respond to general inquiries. Due to the uniqueness and complexities of Federal tax law, it is imperative to ensure a full understanding of the specific question presented, and to perform the requisite research to ensure a correct response is provided.

The freely available Adobe Acrobat Reader software is required to view, print, and search the questions and answers listed below.

1. Why keep records with respect to tax-exempt bond transactions?
2. Who may maintain records?
3. What are the basic records that should be retained?
4. Are these the only records that need to be maintained?
5. In what format must the records be kept?
6. How long should records be kept?
7. How does this general rule apply to refundings?
8. What happens if records aren't maintained?
9. Can a failure to properly maintain records be corrected?
10. Are there exceptions to the general rule regarding record retention for certain types of records?

Why keep records with respect to tax-exempt bond transactions?

Section 6001 of the Internal Revenue Code provides the general rule for the proper retention of records for federal tax purposes. Under this provision, every person liable for any tax imposed by the Code, or for the collection thereof, must keep such records, render such statements, make such returns, and comply with such rules and regulations as the Secretary may from time to time prescribe. Section 1.6001-1(a) of the Income Tax Regulations amplifies this general rule by providing that any person subject to income tax, or any person required to file a return of information with respect to income, must keep such books and records, including inventories, as are sufficient to establish the amount of gross income, deductions, credits, or other matters required to be shown by that person in any return of such tax or information.

The IRS regularly advises taxpayers to maintain sufficient records to support their tax deductions, credits and exclusions. In the case of a tax-exempt bond transaction, the primary taxpayers are the beneficial holders of the bonds. However, in most cases, the beneficial holders of tax-exempt bonds will not have any records to support their exclusion of the interest paid on those bonds. Instead, these records will generally be found in the bond transcript and the books and records of the issuer, the conduit borrower, and other participants to the transaction. Therefore, in order to ensure the continued exclusion of interest by the beneficial holders, it is important that the issuer, the conduit borrower and other participants retain sufficient records to support the continued exclusion being taken by the beneficial holders of the bonds. Pursuant to this statutory regime, IRS agents conducting examinations of tax-exempt bond transactions will look to these parties to provide books, records, and other information documents supporting the bonds continued compliance with federal tax requirements.

Additionally, in the case of many private activity bonds, the conduit borrowers are also primary taxpayers. For instance, the conduit borrower will generally deduct the interest indirectly paid on the bond issue through the loan documents. Conduit borrowers are also often entitled to claim depreciation deductions for bond-financed property. Consequently, conduit borrowers should maintain sufficient records to support their interest deductions, depreciation deductions or other tax deductions, exclusions or credits related to the tax-exempt bond issue.

Moreover, issuers and conduit borrowers should retain sufficient records to show that all tax-exempt bond related returns submitted to the IRS are correct. Such returns include, for example, IRS Forms 8038, 8038-G, 8038-GC, 8038-T, and 8038-R.

In addition to the general rules under section 6001, issuers and conduit borrowers are subject to specific recordkeeping requirements imposed by various other Code sections and regulations. For example, section 1.148-5(d)(6)(iii)(E) of the arbitrage regulations requires that an issuer retain certain records necessary to qualify for the safe harbor for establishing fair market value for guaranteed investment contracts and investments purchased for a yield restricted defeasance escrow.

Who may maintain records?

Read together, section 6001 of the Code and section 1.6001-1(a) of the Regulations apply to taxpayers and persons filing tax returns, including returns related to tax-exempt bond

transactions (i.e., Forms 8038, 8038-G, 8038-GC, 8038-T, 8038-R, 8328, 8703). This encompasses several parties to the bond transaction including:

1. issuers as the party responsible for satisfying the filing requirements under section 149(e) of the Code;
2. conduit borrowers for deductions taken for payment of interest on outstanding bonds or depreciation of bond-financed facilities; and
3. bondholders, lenders, and lessors as recipients of exempt income from the interest paid on the bonds.

Since many of the same records may be examined to verify, for example, both the tax-exempt status of the bonds and the interest deductions of the conduit borrower, it is advisable for the bond documents to specify which party will bear the responsibility for maintaining the basic records relating to a bond transaction. Additional parties may also be responsible for maintaining records under contract with any of the parties named above. For example, a trustee may agree to maintain certain records pursuant to the trust indenture.

What are the basic records that should be retained?

Although the required records to be retained depend on the transaction and the requirements imposed by the Code and the regulations, records common to most tax-exempt bond transactions include:

Basic records relating to the bond transaction (including the trust indenture, loan agreements, and bond counsel opinion);

Documentation evidencing expenditure of bond proceeds;

Documentation evidencing use of bond-financed property by public and private sources (i.e., copies of management contracts and research agreements);

Documentation evidencing all sources of payment or security for the bonds; and

Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received the investment of proceeds, guaranteed investment contracts, and rebate calculations).

Are these the only records that need to be maintained?

No, the list above is very general and only highlights the basic records that are typically material to many types of tax-exempt bond financings. Each transaction is unique and may, accordingly, have other records that are material to the requirements applicable to that financing. The

decision as to whether any particular record is material must be made on a case-by-case basis and could take into account a number of factors, including, for instance, the various expenditure exceptions. Moreover, certain records may be necessary to support information related to certain requirements applicable to specific types of qualified private activity bonds. With respect to single and multifamily housing bonds as well as small issue industrial development bonds, examples of such additional material records include:

Single Family Housing Bonds	Documents evidencing that at least 20% of proceeds were available for owner financing of targeted area residences.
	Documentation evidencing proper notification of each mortgagor of potential liability of the mortgage subsidy recapture tax.
Multi-Family Housing Bonds	Documentation evidencing that the facility is not used on a transient basis.
	Documentation evidencing compliance with the income set-aside requirements.
	Documentation evidencing timely correction, if any, of noncompliance with the income set-aside requirements.
Small Issue Industrial Development Bonds	Documentation evidencing compliance with the \$10,000,000 limitation on the aggregate face amount of the issue.
	Documentation evidencing that no test-period beneficiary has been allocated more than \$40,000,000 in bond proceeds.

In what format must the records be kept?

All records should be kept in a manner that ensures their complete access to the IRS for so long as they are material. While this is typically accomplished through the maintenance of hard copies, taxpayers may keep their records in an electronic format if certain requirements are satisfied.

Rev. Proc. 97-22, 1997-1 C.B. 652 provides guidance to taxpayers that maintain books and records by using an electronic storage system that either images their hardcopy (paper) books and records, or transfers their computerized books and records, to an electronic storage media. Such a system may also include reasonable data compression or formatting technologies so long as the requirements of the revenue procedure are satisfied. The general requirements for an electronic storage system of taxpayer records are provided in section 4.01 of Rev. Proc. 97-22. A summary of these requirements is as follows:

4. The system must ensure an accurate and complete transfer of the hardcopy books and records to the electronic storage system and contain a retrieval system that indexes, stores, preserves, retrieves, and reproduces all transferred information.

5. The system must include reasonable controls and quality assurance programs that (a) ensure the integrity, accuracy, and reliability of the system; (b) prevent and detect the unauthorized creation of, addition to, alteration of, deletion of, or deterioration of electronically stored books and records; (c) institute regular inspections and evaluations; and (d) reproduce hardcopies of electronically stored books and records that exhibit a high degree of legibility and readability.
6. The information maintained in the system must be cross-referenced with the taxpayer's books and records in a manner that provides an audit trail to the source document(s).
7. The taxpayer must maintain, and provide to the Service upon request, a complete description of the electronic storage system including all procedures relating to its use and the indexing system.
8. During an examination, the taxpayer must retrieve and reproduce hardcopies of all electronically stored books and records requested by the Service and provide the Service with the resources necessary to locate, retrieve, read and reproduce any electronically stored books and records.
9. The system must not be subject, in whole or in part, to any agreement that would limit the Service's access to and use of the system.
10. The taxpayer must retain electronically stored books and records so long as their contents may become material in the administration of federal tax law.

How long should records be kept?

Section 1.6001-1(e) of the Regulations provides that records should be retained for so long as the contents thereof are material in the administration of any internal revenue law. With respect to a tax-exempt bond transaction, the information contained in certain records support the exclusion from gross income taken at the bondholder level for both past and future tax years. Therefore, as long as the bondholders are excluding from gross income the interest received on account of their ownership of the tax-exempt bonds, certain bond records will be material. Similarly, in a conduit financing, the information contained in the bond records is necessary to support the interest deduction taken by the conduit borrower for both past and future tax years for its payment of interest on the bonds.

To support these tax positions, material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds. This rule is consistent with the specific record retention requirements under section 1.148-5(d)(6)(iii)(E) of the arbitrage regulations.

Certain federal, state, or local record retention requirements may also apply.

How does this general rule apply to refundings?

For certain federal tax purposes, a refunding bond issue is treated as replacing the original new money issue. To this end, the tax-exempt status of a refunding issue is dependent upon the tax-exempt status of the refunded bonds. Thus, certain material records relating to the original new money issue and all material records relating to the refunding issue should be maintained until 3 years after the final redemption of both bond issues.

What happens if records aren't maintained?

During the course of an examination, TEB agents will request material records and information in order to determine whether a tax-exempt bond transaction meets the requirements of the Code and regulations. If these records have not been maintained, then the issuer, conduit borrower or other party may have difficulty demonstrating compliance with all federal tax law requirements applicable to that transaction. A determination of noncompliance by the IRS with respect to a bond issue can have various outcomes, including a determination that the interest paid on the bonds should be treated as taxable, that additional arbitrage rebate may be owed, or that the conduit borrower is not entitled to certain deductions.

Additionally, a conduit borrower who fails to keep adequate records may also be subject to an accuracy-related penalty under section 6662 of the Code on the underpayment of tax attributable to any denied deductions. Section 6662 of the Code imposes a penalty on any portion of an underpayment of tax required to be shown on a return that is attributable to one of several factors, including negligence or disregard of rules or regulations. Section 1.6662-3(b)(1) of the Regulations provides that negligence includes any failure by the taxpayer to keep adequate books and records or to substantiate items properly. Under section 6662(a) of the Code, the penalty is equal to 20 percent of the portion of the underpayment of tax attributable to the negligence. Section 6664(c)(1) provides an exception to the imposition of accuracy-related penalties if the taxpayer shows that there was reasonable cause for the underpayment and that the taxpayer acted in good faith.

Can a failure to properly maintain records be corrected?

Yes, a failure to properly maintain records can be corrected through the Tax Exempt Bonds Voluntary Closing Agreement Program (TEB VCAP). This program provides an opportunity for state and local government issuers, conduit borrowers, and other parties to a tax-exempt bond transaction to voluntarily come forward to resolve specific matters through closing agreements with the IRS. For example, the TEB Office of Outreach, Planning & Review has resolved arbitrage rebate concerns in cases where issuers have approached the IRS and reported a failure to retain sufficient records to determine, precisely, the correct amount of arbitrage rebate due on a bond issue. Notice 2001-60, 2001-40 I.R.B. 304 provides more information about this program including the procedures for submitting a VCAP request.

Are there exceptions to the general rule regarding record retention for certain types of records?

No, but TEB encourages members of the municipal finance industry to submit comments and suggestions for developing record retention limitation programs for specific types of bond

records, for specific classes of tax-exempt bond issues, or for specific segments of the bond industry. Comments can be submitted in writing to TEB and sent to the following address:

Internal Revenue Service (TE/GE)
Attention: Clifford J. Gannett, Director, TEB
T:GE:TEB, Rm. 583
1111 Constitution Ave., NW
Washington, DC 20224

You may also contact TEB by calling 202-283-2999 (not a toll-free call).

TAB V**ARBITRAGE LETTER OF INSTRUCTIONS****1. Definitions.**

Capitalized terms not otherwise defined herein will have meanings given to them in sections 103, 141, 148, 149 and 150 of the Code and the Treasury Regulations promulgated thereunder.

“Available Construction Proceeds” means, in general, an amount equal to the sum of (a) the issue price (within the meaning of sections 1273 and 1274 of the Code but without regard to accrued interest) of the Construction Issue, (b) investment earnings on a Reasonably Required Reserve or Replacement Fund allocable to the Construction Issue prior to the earlier of 2 years after the date of issue of the Obligations and the date that construction is substantially completed, and (c) the investment earnings on amounts described in (a) and (b), reduced by (i) the amount of the issue price deposited in a Reasonably Required Reserve or Replacement Fund and (ii) the amount of the issue price used to pay issuance costs. Available Construction Proceeds does not include (a) Sale Proceeds or Investment Proceeds derived from Payments under any Purpose Investment of the Construction Issue, (b) repayments of any Grants financed by the issue, (c) investment earnings on accrued interest, (d) amounts that are not Gross Proceeds as a result of the application of the Universal Cap under Treasury Regulations §1.148-6(b)(2) and (e), if the Issuer has elected in its Tax Certificate, earnings with respect to any portion of a Reasonably Required Reserve or Replacement Fund allocable to the Construction Issue. For purposes of determining compliance with the spending requirements as of the end of each of the first three spending periods, Available Construction Proceeds includes the amount of future earnings that the Issuer reasonably expected as of the date of issue of the Obligations.

“Bid Records” means: (i) a copy of the Guaranteed Investment Contract actually acquired or, in the case of Yield Restricted Defeasance Escrow Investments, a copy of the purchase agreement or confirmations for the investments; (ii) the receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification of the provider as to administrative costs; (iii) either a written copy of each bid received or a written certification from the party receiving the bids which lists for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; (iv) the bid solicitation form and, if the terms of the Guaranteed Investment Contract or purchase agreement deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation; and (v) in the case of Yield Restricted Defeasance Escrow Investments, a schedule showing the cost of the most efficient portfolio of SLGS, determined at the time the bids were required to be submitted pursuant to the terms of the bid specifications.

“Bona Fide Debt Service Fund” means a bona fide debt service fund as defined in Treasury Regulations §1.148-1, *i.e.*, one or more funds (including portions of funds, to the extent

that amounts deposited therein are reasonably expected to be used to pay debt service on an issue of bonds) that are used primarily to achieve a proper matching of revenues and debt service within each Bond Year and that is depleted at least once a year except for a reasonable carryover amount (not to exceed the greater of (i) the earnings on the fund for the immediately preceding Bond Year or (ii) one-twelfth the principal and interest payments on the issue for the immediately preceding Bond Year).

“Bona Fide Solicitation” means a solicitation that meets all of the following requirements: (i) the bid specifications are in writing and are timely forwarded to potential providers; (ii) the bid specifications include all material terms of the bid, *i.e.*, all terms that may directly or indirectly affect the yield of the investment; (iii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer or any other person (whether or not in connection with the Bond issue), and that the bid is not being submitted solely as a courtesy to the Issuer or any other person for purposes of satisfying the requirements that there be at least three bids from persons with no Material Financial Interest, at least one of whom is a reasonably competitive provider; (iv) all the terms of the bid specifications are commercially reasonable in that there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment; (v) in the case of a Guaranteed Investment Contract, the terms of the solicitation take into account the Issuer’s reasonably expected deposit and drawdown schedule for the amounts to be invested; (vi) all potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids before providing a bid; and (vii) at least three reasonably competitive providers are solicited for bids.

“Bond Year” means, in connection with the calculation of the Rebate Amount, each 1-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the Obligations or the date that is 5 years after the issue date of the Obligations, each Bond Year ends at the close of business on the day preceding the anniversary of the date of issuance of the Obligations.

“Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of Placed in Service under Treasury Regulations §1.150-2(c)) under general federal income tax principles.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commingled Fund” means any fund or account containing both Gross Proceeds of an issue and amounts in excess of \$25,000 that are not Gross Proceeds of that issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account. An open-end regulated investment company under section 851 of the Code, however, is not a Commingled Fund.

“Computational Base” means (i) for a Guaranteed Investment Contract, the amount of Gross Proceeds the Issuer reasonably expects, as of the date the Guaranteed Investment Contract is acquired, to be deposited in the Guaranteed Investment Contract over the term of the Guaranteed Investment Contract; and (ii) for investments (other than Guaranteed Investment Contracts) to be deposited in a Yield Restricted Defeasance Escrow, the amount of Gross Proceeds initially invested in those investments.

“Computation Period” means the period between the computation dates described in Section 4(b) hereof. The first begins on the Issue Date of the Obligations and ends on the initial rebate Computation Date. Each succeeding Computation Period begins on the date immediately following the preceding rebate Computation Date and ends on the next rebate Computation Date.

“Construction Expenditures” mean construction expenditures as defined in Treasury Regulations §1.148-7(g), i.e., Capital Expenditures that are allocable to the cost of real property or “constructed personal property.” In general, Construction Expenditures do not include expenditures for acquisitions of interests in land or other existing real property. Expenditures are not considered to be for the acquisition of an interest in existing real property, other than land, if the contract between the seller and the Issuer requires the seller to build or install the property, but only to the extent that the property has not been built or installed at the time the parties enter into the contract. Constructed personal property means tangible personal property (or, if acquired pursuant to a single acquisition contract, properties) or “specially developed computer software” if: (a) a substantial portion of the property or properties is completed more than 6 months after the earlier of the date construction or rehabilitation commenced and the date the Issuer entered into an acquisition contract; (b) based on the reasonable expectations of the Issuer, if any, or representations of the person constructing the property, with the exercise of due diligence, completion of construction or rehabilitation (and delivery to the Issuer) could not have occurred within that 6-month period; and (c) if the Issuer itself builds or rehabilitates the property, not more than 75 percent of the capitalizable cost is attributable to property acquired by the Issuer. Specially developed computer software means any programs or routines used to cause a computer to perform a desired task or set of tasks, and the documentation required to describe and maintain those programs, provided that the software is specially developed and is functionally related and subordinate to real property or other constructed personal property.

“Construction Issue” means, the portion (if any) of the Obligations determined to be a Construction Issue for purposes of the section 148(f)(4)(C) of the Code, Treasury Regulations §1.148-7(e) and Section 4 hereof. With respect to any issue refunded by the Obligations, or which is a part of a series of issues refunded by the Obligations, “Construction Issue” means the portion (if any) of the original obligations issued to finance an expenditure (the “original obligations”) determined in the Tax Certificate with respect to original obligations to be a “Construction Issue” for purposes of the section 148(f)(4)(C) of the Code and Treasury Regulations §1.148-7(e).

“Controlled Group” means a group of entities controlled directly or indirectly by the same entity or group of entities. The determination of direct control is made on the basis of all the relevant facts and circumstances. One entity or group of entities generally controls another

entity or group of entities if (i) the controlling entity possesses either (A) the right or power both to approve and to remove without cause a controlling portion of the governing body of the controlled entity, or (B) the right or power to require the use of funds or assets of the controlled entity for any purpose of the controlling entity; and (ii) the rights or powers are discretionary and non-ministerial. If a controlling entity controls another entity under this test the controlling entity also controls all entities controlled, directly or indirectly, by the controlled entity or entities. However, an entity is not controlled by another entity if the putative controlled entity possesses substantial taxing, eminent domain, and police powers.

“De Minimis Amount” means: (i) in reference to original issue discount (as defined in section 1273(a)(1) of the Code) or premium on an obligation, an amount that does not exceed 2 percent multiplied by the stated redemption price at maturity; plus any original issue premium that is attributable exclusively to reasonable underwriter’s compensation; and (ii) in reference to market discount (as defined in section 1278(a)(2)(A) of the Code) or premium on an obligation, an amount that does not exceed 2 percent multiplied by the stated redemption price at maturity.

“Fair Market Value” shall have the meaning set forth in Section 3(d) hereof.

“501(c)(3) Organization” means an organization that is described in section 501(c)(3) of the Code and is exempt from tax under section 501(a) of the Code.

“Fixed Rate Investment” means any investment whose yield is fixed and determinable on the issue date of the investment.

“Future Value” means such term as defined in Treasury Regulations section 1.148-3(c) or successor regulations applicable to the Obligations calculated based on the yield of the Obligations.

“Guaranteed Investment Contract” means, in general, any Nonpurpose Investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and includes any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract), debt service fund forward agreements and debt service reserve fund agreements (*e.g.*, agreements to deliver United States Treasury Obligations). The term “Guaranteed Investment Contract” does not include investments purchased for a yield restricted defeasance escrow, other than escrow float contracts and similar agreements which provide securities for the period of 90 days or less following the maturity of defeasance escrow securities.

“Governmental Unit” means a governmental unit within the meaning of section 150(a)(2) of the Code (*i.e.*, any state or division of a state with a substantial amount of sovereign powers) or instrumentality of a state or political subdivision thereof. The term Governmental Unit does not include the United States or any agency or instrumentality of the United States.

“Grant” means a grant as defined in Treasury Regulations §1.148-6(d)(4)(iii), *i.e.*, a transfer for a governmental purpose of money or property to a transferee that is not a Related Party to, or an agent of, the transferor. The transfer must not impose any obligation or condition

(directly or indirectly) to repay any amount to the transferor. Obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer do not prevent a transfer from being a Grant.

“Gross Proceeds” means, except as otherwise indicated, gross proceeds as defined in Treasury Regulations §1.148-1, *i.e.*, any Proceeds and Replacement Proceeds of an issue.

“Investment Proceeds” means investment proceeds as defined in Treasury Regulations §1.148-1, *i.e.*, any amounts actually or constructively received from investing Proceeds of the Obligations.

“Investment Property” means any investment which is: (i) a “security” (as defined in section 165(g)(2)(A) or (B) of the Code), *i.e.*, a share of stock in a corporation or a right to subscribe for or to receive a share of stock in a corporation; (ii) an obligation other than a Tax-exempt Bond, unless such obligation is a “specified private activity bond” within the meaning of section 57(a)(5)(C) of the Code (*i.e.*, a Tax-exempt Bond other than an obligation the interest on which is subject to the alternative minimum tax imposed on individuals and corporations); (iii) any “annuity contract” (as defined in section 72 of the Code); (iv) any “investment-type property” (within the meaning of Treasury Regulations §1.148-1(b)), *i.e.*, any property (other than property described in (i), (ii), (iii) or (v)) that is held principally as a passive vehicle for the production of income, including for this purpose, production of income includes any benefit based on the time value of money; or (v) any residential rental property for family units not located within the jurisdiction of the Issuer unless such property is acquired to implement a court ordered or approved housing desegregation plan. A prepayment for property or services is “investment-type property” if a principal purpose for prepaying is to receive an investment return from the time the prepayment is made until the time payment otherwise would be made. However, a prepayment will not be treated as “investment-type property” if it is made for a substantial business purpose other than investment return and (i) the prepayment is on substantially the same terms as are made by a substantial percentage of persons who are similarly situated but who are not beneficiaries of tax exempt financing, (ii) the prepayment is made within 90 days of the reasonably expected date of delivery to the Issuer of all of the property or services for which the prepayment is made, (iii) the prepayment is made for maintenance, repair, or an extended warranty with respect to personal property (for example, automobiles or electronic equipment); or updates or maintenance or support services with respect to computer software; and the same maintenance, repair, extended warranty, updates or maintenance or support services, as applicable, are regularly provided to nongovernmental persons on the same terms or (iv) the prepayment is made to acquire a supply of natural gas or electricity within the meaning of Treasury Regulation §1.148-1(e)(2)(iii).

“Issuer” means Southern Grove Community Development District No. 5.

“Lowest Cost Bona Fide Bid” means, in the case of Yield Restricted Defeasance Escrow Investments, either the lowest cost bid for the portfolio or, if the Issuer compares bids on an investment by investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the Issuer from a provider at the time a

Guaranteed Investment Contract (*e.g.*, an escrow float contract) is purchased for a Yield Restricted Defeasance Escrow under a bidding procedure that meets the requirements of clause (iv) of the definition of Bona Fide Solicitation is taken into account in determining the lowest cost bid. The Lowest Cost Bona Fide Bid must not be greater than the cost of the most efficient portfolio comprised exclusively of SLGS determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications. This cost comparison is not required to be made if SLGS are not available for purchase on the day the bids are required to be submitted because sales of those securities have been suspended.

“Material Financial Interest” shall have the meaning set forth in Section 3(d)(v) hereof.

“Minor Portion” means, in general, a minor portion as defined in section 148(e) of the Code and Treasury Regulation §1.148-2(g), *i.e.*, the lesser of 5 percent of the Sale Proceeds of the Obligations or \$100,000.

“Net Sale Proceeds” means Sale Proceeds, less the portion of the Sale Proceeds invested in a Reasonably Required Reserve or Replacement Fund under section 148(d) of the Code and as part of the Minor Portion.

“New Money Portion” means the portion of an issue that is not a Refunding Issue.

“Nonconstruction Issue” means the Gross Proceeds of the Obligations other than the portion of Gross Proceeds of the Obligations meeting the requirements of section 148(f)(4)(C) of the Code, Treasury Regulations §1.148-7(e) and Section 4 hereof as a Construction Issue.

“Nonpurpose Investment” means an investment allocated to Gross Proceeds of the Obligations that is not acquired to carry out the governmental purpose of an issue, *i.e.*, all Investment Property acquired or otherwise allocated to Gross Proceeds of the Obligations.

“Obligations” means any tax-exempt bonds or notes of the Issuer.

“Opinion of Counsel” means, an opinion of nationally recognized bond counsel experienced in matters relating to the exclusion of interest on state and local governmental obligations from gross income for purposes of federal income taxation.

“Payment” means, in general, a payment as defined in Treasury Regulations §1.148-5(b), *i.e.*, amounts to be actually or constructively paid to acquire the investment. For purposes of calculating the Rebate Amount under Section 4 hereof “payment” means a payment as defined in Treasury Regulations §1.148-3(d), *i.e.*, (i) amounts actually or constructively paid to acquire a Nonpurpose Investment (or treated as paid to a Commingled Fund); (ii) for a Nonpurpose Investment that is first allocated to an issue on a date after it is actually acquired (*e.g.*, an investment that becomes allocable to Transferred Proceeds or to Replacement Proceeds) or that becomes subject to the rebate requirement on a date after it is actually acquired (*e.g.*, an investment allocated to a Reasonably Required Reserve or Replacement Fund for a construction issue at the end of the 2-year spending period), the value of that investment on that date; (iii) for a Nonpurpose Investment that was allocated to an issue at the end of the preceding computation

period, the value of that investment at the beginning of the computation period; (iv) on the last day of each Bond Year during which there are amounts allocated to Gross Proceeds of the Obligations that are subject to the rebate requirement, and on the final maturity date of the Obligations, a computation credit in the amount provided under Treasury Regulation §1.148-3(d)(1)(iv); and (v) Yield Reduction Payments on Nonpurpose Investments made pursuant to Treasury Regulations §1.148-5(c).

“Placed in Service” means placed in service as defined in Treasury Regulations §1.150-2(c), *i.e.*, with respect to a facility, the date on which, based on all the facts and circumstances the facility has reached a degree of completion that would permit its operation at substantially its design level, and the facility is, in fact, in operation at such level.

“Plain Par Bond” means a qualified tender obligation or an obligation (i) that is issued with not more than a De Minimis Amount of original issue discount or premium; (ii) that is issued for a price that does not include accrued interest other than pre-issuance accrued interest; (iii) that bears interest from the issue date at a single, stated, fixed rate or that is a variable rate debt instrument under section 1275 of the Code, in each case with interest unconditionally payable at least annually; and (iv) that has a lowest stated redemption price that is not less than its outstanding stated principal amount.

“Plain Par Investment” means an investment that is an obligation (i) issued with not more than a De Minimis Amount of original issue discount or premium, or, if acquired on a date other than the issue date, acquired with not more than a De Minimis Amount of market discount or premium; (ii) issued for a price that does not include accrued interest other than pre-issuance accrued interest; (iii) that bears interest from the issue date at a single, stated, fixed rate or that is a variable rate debt instrument under section 1275 of the Code, in each case with interest unconditionally payable at least annually; and (iv) that has a lowest stated redemption price that is not less than its outstanding stated principal amount.

“Preliminary Expenditures” mean preliminary expenditures as defined in Treasury Regulations §1.150-2(f)(2), *e.g.*, architectural, engineering, surveying, soil testing, costs of issuance and similar costs that were incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation and similar costs incident to commencement of construction.

“Present Value” is computed under the economic accrual method. For purposes of computing the value of Obligations and yield on the Obligations, Present Value is computed taking into account all the unconditionally payable Payments of principal, interest, and fees for a Qualified Guarantee to be paid on or after that date and using the yield on that Obligation as the discount rate, except that for purposes of Treasury Regulations §1.148-(6)(b)(2) (relating to the Universal Cap) these values may be determined by consistently using the yield on the entire issue of which such Obligations are a part. The Present Value of an investment on a date is equal to the Present Value of all unconditionally payable Receipts to be received from and Payments to be paid for the investment after that date, using the yield on the investment as the discount rate.

“Prior Issue” means an issue of Obligations all or a portion of the principal, interest, or call premium on which is paid or provided for with proceeds of a Refunding Issue.

“Proceeds” means, in general, any Sale Proceeds, Investment Proceeds, and Transferred Proceeds of an issue. However, Proceeds do not include Qualified Administrative Costs that may be recovered under Treasury Regulation §1.148-5(e).

“Purpose Investment” means an investment that is acquired to carry out the governmental purpose of an issue.

“Qualified Administrative Costs” mean, with respect to Nonpurpose Investments reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody, and similar costs. General overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount are not qualified administrative costs. In general, administrative costs with respect to Nonpurpose Investments are not reasonable unless they are comparable to administrative costs that would be charged for the same investment or a reasonably comparable investment if acquired with a source of funds other than Gross Proceeds of Tax-exempt Bonds. Qualified Administrative Costs of Nonpurpose Investments include all reasonable administrative costs, without limitation on indirect costs, incurred by a publicly offered regulated investment company (as defined in section 67(c)(2)(B) of the Code) or by a Commingled Fund in which the Issuer and any Related Parties do not own more than 10 percent of the beneficial interest in the fund. A broker’s commission or similar fee for a Guaranteed Investment Contract or a Yield Restricted Defeasance Escrow Investment which is paid on behalf of either the Issuer or the provider is a Qualified Administrative Cost to the extent that (a) the amount of the fee that the Issuer treats as a Qualified Administrative Cost does not exceed the lesser of (i) \$36,000 or (ii) 0.2% of the Computational Base or, if more, \$4,000, and (b) for any issue, the Issuer does not treat as Qualified Administrative Costs more than \$101,000 in broker’s commissions or similar fees with respect to all Guaranteed Investment Contracts or Yield Restricted Defeasance Escrow Investments purchased with Gross Proceeds of the issue. All amounts referenced in the preceding sentence reflect adjustments as of 2011, and all amounts for future calendar years shall be increased by a cost of living adjustment as provided in Treasury Regulation §1.148-5(e)(3)(B)(3). Qualified Administrative Costs of a Purpose Investment means costs or expenses paid, directly or indirectly, to purchase, carry, sell, or retire the Purpose Investment, and except with respect to a Program Investment, costs of issuing, carrying, or repaying the issue, and any underwriters’ discount.

“Qualified Guarantee” means a qualified guarantee as defined in Treasury Regulations §1.148-4(f).

“Qualified Hedge” means a qualified hedge as defined in Treasury Regulations §1.148-4(h)(2), *i.e.*, (i) a contract entered into primarily to reduce the Issuer’s risk of interest rate changes with respect to a borrowing; (ii) the contract contains no significant investment element; (iii) the contract is entered into between the Issuer and a provider that is not a Related Party; (iv)

the hedge covers all of one or more groups of substantially identical Obligations; (v) changes in the value of the contract are based primarily on interest rate changes; (vi) the contract does not hedge an amount larger than the Issuer's risk with respect to interest rate changes on the hedged Obligations; (vii) the payments to the Issuer under the contract correspond closely, in both time and amount, to the specific interest payments being hedged; (viii) payments under the contract do not begin to accrue under the contract on a date earlier than the issue date of the hedged Obligations and do not accrue longer than the hedged interest payments on the hedged Obligations; (ix) payments to the hedge provider are reasonably expected to be made from the same source of funds that, absent the hedge, would be reasonably expected to be used to pay principal and interest on the hedged Obligations; and (x) the contract is identified by the Issuer on its books and records maintained for the hedged Obligations not later than three days after the date on which the parties enter into the contract or the issue date of the hedged Obligations.

“Reasonable Retainage” means an amount not in excess of 5 percent of Available Construction Proceeds as of the end of the fourth spending period (or in the case of the *18-month Exception* set forth Treasury Regulations §1.148-7(d) and Section hereof, 5 percent of the Net Sale Proceeds on the date 18 months after the issue date) that is retained for reasonable business purposes relating to the property financed with the proceeds of the issue.

“Reasonably Required Reserve or Replacement Fund” means, in general, a reasonably required reserve or replacement fund as described in Treasury Regulations §1.148-2(f)(2).

“Receipt” means, except as otherwise provided with respect to the rebate requirement, a receipt as defined in Treasury Regulations §1.148-3(d), *i.e.*, amounts to be actually or constructively received from the investment, such as earnings and return of principal.

“Refunding Escrow” means one or more funds established as part of a single transaction or a series of related transactions, containing proceeds of a Refunding Issue and any other amounts to provide for payment of principal or interest on one or more Prior Issues. For this purpose, funds are generally not so established solely because of (i) the deposit of Proceeds of an issue and Replacement Proceeds of the Prior Issue in an escrow more than 6 months apart, or (ii) the deposit of Proceeds of completely separate issues in an escrow.

“Refunding Issue” means, a refunding issue as defined in Treasury Regulations §1.150-1(d). In general, a Refunding Issue means an issue (or the portion of an issue treated as a separate Refunding Issue under Treasury Regulations §1.148-9(h)), the proceeds of which are used to pay principal, interest, or redemption price on another issue.

“Related Party” means, in reference to a Governmental Unit or a 501(c)(3) Organization, any member of the same Controlled Group, and, in reference to any person that is not a Governmental Unit or 501(c)(3) Organization, a related person (as defined in section 144(a)(3) of the Code).

“Replacement Proceeds” means replacement proceeds as defined in Treasury Regulation §1.148-1(c).

“Sale Proceeds” means any amounts actually or constructively received from the sale of an issue, including amounts used to pay underwriter’s discount or compensation and accrued interest other than pre-issuance accrued interest.

“SLGS” means State and Local Government Series Securities purchased from the United States Department of Treasury, Bureau of Public Debt.

“Substantial Beneficiary” of the obligations means the issuer, any related party to the issuer and the State in which the Issuer is located.

“Tax-exempt Bond” means any obligation of a state or political subdivision thereof under section 103(c)(1) of the Code (including financing leases and any other arrangements, however labeled) the interest on which is excludable from gross income under section 103(a) of the Code. Tax-exempt Bond includes an interest in a regulated investment company to the extent that at least 95 percent of the income to the holder of the interest is interest that is excludable from gross income under section 103(a) of the Code.

“Tax Certificate” means, with respect to each issue of Obligations, the Issuer’s Tax Certificate delivered as part of the record of proceedings with respect to the issuance of the Obligations for the purpose of complying with Treasury Regulation §1.148(2)(b).

“Transferred Proceeds” means transferred proceeds as defined in Treasury Regulation §1.148-9.

“Universal Cap” means, on any date, either (i) the present value of the Obligations determined by taking into account all unconditionally payable payments of principal, interest and fees for a Qualified Guarantee to be paid on or after that date, using the yield on the Obligations as the discount rate, or (ii) in the case of any Obligations which are Plain Par Bonds, the outstanding stated principal amount of such Obligations, plus accrued unpaid interest.

2. Allocation and Accounting.

(a) *In General.* Except as otherwise provided in this Section 2, the Issuer may use any reasonable accounting method for purposes of accounting for Gross Proceeds, investments, and expenditures, provided the accounting method is consistently applied. An accounting method means both the overall method used to account for Gross Proceeds of an issue (e.g., the cash method or a modified accrual method) and the method used to account for or allocate any particular item within that overall accounting method (e.g., accounting for investments, expenditures, allocations to and from different sources, and particular items of the foregoing). Consistently applied means applied uniformly within a fiscal period and between fiscal periods to account for Gross Proceeds of an issue and any amounts that are in a Commingled Fund. An accounting method will not fail to be reasonable and consistently applied solely because a different accounting method is used for a bona fide governmental purpose to consistently account for a particular item.

(b) *Allocation of Gross Proceeds to the Obligations.* (i) In General. Gross Proceeds will be allocated to the Obligations as Proceeds until those amounts are properly allocated to an expenditure for a governmental purpose or are allocated to Transferred Proceeds of another issue, or cease to be allocated to the Obligations under the Universal Cap.

(i) *Universal Cap.* The Universal Cap provides an overall limitation on the amount of Gross Proceeds allocable to an issue. Except as provided in Section 2(b)(iii), unless the application of the Universal Cap would not result in a reduction or reallocation of Gross Proceeds of the Obligations on a date the Issuer will determine or cause to be determined the Universal Cap with respect to the Obligations (A) as of the first day of each Bond Year, beginning with the first Bond Year that commences after the second anniversary of the date hereof, and (B) as of each date that, but for application of the Universal Cap, Proceeds of a refunded issue would become Transferred Proceeds of the Obligations but need not determine the Universal Cap in the Bond Year in which that date occurs.

(ii) If the Issuer reasonably expects, as of the issue date of the Obligations that the Universal Cap will not reduce the amount of Gross Proceeds allocable to the Obligations during the term of the Obligations, the Universal Cap need not be calculated on any date on which: (A) no Replacement Proceeds are allocable to the Obligations, other than Replacement Proceeds in a Bona Fide Debt Service Fund or a Reasonably Required Reserve or Replacement Fund; (B) the Net Sale Proceeds of the Obligations qualified for one of the temporary periods provided in Treasury Regulations §1.148-2(e)(2), (e)(3), or (e)(4), and those Net Sales Proceeds are in fact allocated to expenditures prior to the expiration of the longest applicable temporary period; or the Net Sale Proceeds of the Obligations were deposited in a Refunding Escrow and expended as originally expected; (C) the Obligations do not refund an issue that, on any transfer date, has unspent proceeds allocable to it; (D) none of the Obligations are retired prior to the date on which those Obligations are treated as retired in computing the yield on the Obligations; and (E) no Proceeds of the Obligations are invested in “qualified student loans” or “qualified mortgage loans” (as defined in Treasury Regulations §1.150-1).

(iii) If the value of all Nonpurpose Investments allocated to the Gross Proceeds of the Obligations exceeds the Universal Cap on a date as of which the Universal Cap is determined such Nonpurpose Investments allocable to Gross Proceeds of the Obligations necessary to eliminate that excess will cease to be allocated to the Obligations, in the following order of priority: (A) Nonpurpose Investments allocable to Replacement Proceeds; (B) Nonpurpose Investments allocable to Transferred Proceeds; and (C) Nonpurpose Investments allocable to Sale Proceeds and Investment Proceeds.

For this purpose Nonpurpose Investments may be valued (i) in the case of a Plain Par Investment at its principal amount plus any accrued unpaid interest on that date; (ii) in the case of fixed rate investments, at its Present Value on that date; or (iii) in the case of any other investment, at its Fair Market Value.

(c) *Allocations to Expenditures.* (i) *In General.* Reasonable accounting methods for allocating funds from different sources to expenditures for the same governmental purpose include any of the following methods if consistently applied: a specific tracing method; a Gross Proceeds spent first method; a first-in, first-out method; or a ratable allocation. An allocation of Gross Proceeds of an issue to an expenditure must involve a current outlay of cash for a governmental purpose of the issue. A current outlay of cash means an outlay reasonably expected to occur not later than 5 banking days after the date as of which the allocation of Gross Proceeds to the expenditure is made. A payment of Gross Proceeds to a Related Party of the Issuer is not an expenditure of those Gross Proceeds. Gross Proceeds paid to the Related Party are expended only when the Gross Proceeds are properly allocable to an expenditure by the Related Party.

(ii) *Expenditures for Working Capital Purposes.* Except as otherwise provided in Section 2(c)(iii), Proceeds of the Obligations and Replacement Proceeds of the Obligations that are allocated to the payment of expenditures or to the reimbursement of expenditures other than expenditures that are (A) Capital Expenditures; (B) Qualified Administrative Costs; (C) fees for Qualified Guarantees of the issue or payments for a Qualified Hedge; (D) interest on the Obligations for a period commencing on the issue date and ending on the date that is the later of three years from the issue date or one year after the date on which the Projects are Placed in Service; (E) a Rebate Amount or Yield Reduction Payment paid to the United States; (F) costs that are directly related to Capital Expenditures financed by the issue that, in total, do not exceed 5 percent of the Sale Proceeds of the Obligations; (G) principal or interest on the Obligations paid from unexpected excess Sale Proceeds or Investment Proceeds; (H) principal or interest on the Obligations paid from investment earnings on a reserve or replacement fund that are deposited in a Bona Fide Debt Service Fund; (I) to pay for extraordinary, nonrecurring items that are not customarily payable from current revenues, such as casualty losses or extraordinary legal judgments in amounts in excess of reasonable insurance coverage; (J) for payment of principal, interest, or redemption prices on a Prior Issue; and (K) for a crossover Refunding Issue, interest on that issue will be treated as spent to the extent that those working capital expenditures exceed available amounts (as defined in Treasury Regulations §1.148-6(d)(3)(iii)) as of that date.

(iii) *Commingled Investment Earnings.* Notwithstanding Subsection 2(c)(ii), investment earnings on Sale Proceeds of the Obligations (other than investment earnings held in a Refunding Escrow) may be allocated to expenditures other than expenditures described in Subsection 2(c)(ii), if the investment earnings are commingled for the purpose of accounting for

expenditures with substantial tax or other substantial revenues from operations of the Issuer and they are reasonably expected to be allocated (using any reasonable, consistently applied accounting method) to expenditures for governmental purposes of the Issuer within a period not to exceed six months from the date of the commingling.

(d) *Allocations of Gross Proceeds to Investments.* Upon the purchase or sale of a Nonpurpose Investment, Gross Proceeds of an issue will not be allocated to a Payment for that Nonpurpose Investment in an amount greater than, or to a Receipt from that Nonpurpose Investment in an amount less than, the Fair Market Value of the Nonpurpose Investment (adjusted to take into account Qualified Administrative Costs allocable to the investment) as of the purchase or sale date.

(e) *Allocation of Investments Held by a Commingled Fund.* (i) *In General.* All Payments and Receipts (including deemed Payments and Receipts) on investments held by a Commingled Fund must be allocated among the different “investors” in the fund not less frequently than as of the close of each fiscal period. This allocation must be based on a consistently applied reasonable, ratable allocation method. Reasonable ratable allocation methods include, methods that allocate these items in proportion to either (A) the average daily balances of the amounts in the Commingled Fund from different “investors” during a fiscal period; or (B) the average of the beginning and ending balances of the amounts in the Commingled Fund from different investors for a fiscal period that does not exceed one month. For purposes of this Subsection 2(e), the term “investor” means each different source of funds invested in a Commingled Fund. A Commingled Fund may use any consistent fiscal period that does not exceed three months.

(i) *Expenditures from a Commingled Fund.* If a ratable allocation method is used to allocate expenditures from the Commingled Fund, the same ratable allocation method must be used to allocate Payments and Receipts on investments in the Commingled Fund under this Subsection.

(ii) *Common Reserve Funds, Replacement Funds or Sinking Funds.* If a Commingled Fund serves as a common reserve fund, replacement fund, or sinking fund for two or more issues, investments held by that Commingled Fund must be allocated ratably (after any reallocations of Proceeds under Section 2(b)) among the issues served by the Commingled Fund according to (A) the relative values of the bonds of those issues (as determined under Treasury Regulations §1.148-4(e)); (B) the relative amounts of the remaining maximum annual debt service requirements on the outstanding principal amounts of those issues; or (C) the relative original stated principal amounts of the outstanding issues. Such allocations must be made at least every three years and as of each date that an issue first becomes secured by the Commingled Fund. If relative original principal amounts are used to allocate, allocations must also be made on the retirement of any issue secured by the Commingled Fund.

3. *Yield and Valuation of Investments.* (a) *Mark-to-Market Requirement.* If Gross Proceeds of the Obligations are invested in a Commingled Fund in which the Issuer and any Related Party own more than 25 percent of the beneficial interests in the Commingled Fund, the Commingled Fund must treat all its investments as if sold at Fair Market Value either on the last day of the fiscal year or the last day of each fiscal period unless (i) the remaining weighted average maturity of all investments held by the Commingled Fund during the fiscal year does not exceed 18 months, and the investments held by the Commingled Fund during that fiscal year consist exclusively of Obligations, or (ii) the Commingled Fund operates exclusively as a reserve fund, sinking fund, or replacement fund for two or more issues of the same issuer. The net gains or losses from any such deemed sales of investments must be allocated to all investors of the Commingled Fund during the period since the last allocation. For purposes of this Subsection the “fiscal year” of a Commingled Fund is the calendar year unless the Commingled Fund adopts another “fiscal year.”

(a) *In General.* Yield on an investment, the Present Value of an investment and the Fair Market Value of an investment allocated to the Obligations will be computed under the economic accrual method, using the same compounding interval and financial conventions used to compute the yield on the Obligations. Except as otherwise provided in this Section 3, the yield on an investment allocated to the Obligations is the discount rate that, when used in computing the Present Value as of the date the investment is first allocated to the issue of all unconditionally payable Receipts from the investment, produces an amount equal to the Present Value of all unconditionally payable Payments for the investment. The Present Value of an investment on a date is equal to the Present Value of all unconditionally payable Receipts to be received from and Payments to be paid for the investment after that date, using the yield on the investment as the discount rate. The yield on a variable rate investment is determined in a manner comparable to the determination of the yield on a variable rate issue of Tax-exempt Bonds for purposes of section 148 of the Code. For purposes of the Investment Limitation described in the Tax Certificate, the yield on investments made with Sale Proceeds of the Obligations or investment earnings thereon that are subject to yield restriction will be computed separately from the yield on investments not subject to yield restriction.

(b) *Yield Reduction Payments to the United States.* The yield on any investments allocable to Sale Proceeds of the Obligations or investment earnings thereon that qualified for one of the temporary periods described in the Tax Certificate, other than Replacement Proceeds, may be calculated by taking into account any amount paid to the United States in accordance with this Section 3(b), including any Rebate Amount, as a Payment for that investment that reduces the yield on that investment. The yield on any investments allocable to Sale Proceeds may be calculated by taking into account any “Yield Reduction Payments,” as described in this Section 3(b) (including any Rebate Amount) as a Payment for that investment that reduces the yield on that investment. Yield Reduction Payments include payments paid to the United States at the same time and in the same manner as rebate amounts are required to be paid except:

(i) No Yield Reduction Payments are required to be paid until 60 days after the date on which the issue is no longer outstanding; and

(ii) For Yield Reduction Payments paid prior to the date on which the Obligations are retired, the Issuer need not pay more than 75 percent of the amount otherwise required to be paid as of the date to which the payment relates.

(c) *Valuation of Investments.* The value of an investment (including a Payment or Receipt on the investment) on a date will be determined using one of the following valuation methods consistently for all purposes of section 148 of the Code to that investment on that date:

(i) A Plain Par Investment may be valued at its outstanding stated principal amount, plus any accrued unpaid interest on that date.

(ii) A Fixed Rate Investment may be valued at its Present Value on that date.

(iii) Any investment may be valued at its Fair Market Value on that date.

(d) *Fair Market Value.* (i) *In General.* The Fair Market Value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's-length transaction. Fair Market Value generally is determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding. Except as otherwise provided in this Section, an investment that is not of a type traded on an established securities market, within the meaning of section 1273 of the Code, will not be considered acquired or disposed of for a price that is equal to its Fair Market Value.

(i) *Direct United States Treasury Obligations.* The Fair Market Value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price.

(ii) *Certificate of Deposit.* The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal may be treated as its Fair Market Value on the purchase date if the yield on the certificate of deposit is not less than the yield on reasonably comparable direct Obligations of the United States and the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(iii) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its Fair Market Value on the purchase date if: (A) the Issuer makes a Bona Fide Solicitation for a specified Guaranteed Investment Contract; (B) the Issuer receives at least three bids from

providers for the specified Guaranteed Investment Contract that the Issuer solicited under a Bona Fide Solicitation that have no Material Financial Interest in the issue, at least one of whom is a reasonably competitive provider, i.e., a provider that has an established industry reputation as a provider of Guaranteed Investment Contracts; (C) the Issuer purchases the highest-yielding Guaranteed Investment Contract for which a qualifying bid is made (determined net of broker's fees); (D) the obligor on the Guaranteed Investment Contract provides a written certification specifying all amounts that it is paying (or expects to pay) to third parties in connection with supplying the Guaranteed Investment Contract; and (E) the Issuer retains the Bid Records with the bond documents until three years after the last outstanding Obligation is redeemed.

(iv) *Yield Restricted Defeasance Escrow Investment.* The purchase price of a Yield Restricted Defeasance Escrow Investment is treated as its Fair Market Value on the purchase date if: (A) the Issuer makes a Bona Fide Solicitation for the purchase of the investment; (B) the Issuer receives at least three bids from providers that the Issuer solicited under a Bona Fide Solicitation that have no Material Financial Interest in the issue, at least one of whom is a reasonably competitive provider, i.e., a provider that has an established industry reputation as a provider of the type of investment being purchased; (C) the winning bid is the Lowest Cost Bona Fide Bid (including any broker's fees); (D) the provider of the investments certifies the administrative costs that it is paying (or expects to pay) to third parties in connection with supplying the investments; and (E) the Issuer retains the Bid Records with the bond documents until three years after the last Obligation is redeemed.

(v) *Material Financial Interest.* For purposes of paragraphs (iii) and (iv) the following persons or entities are deemed to have a Material Financial Interest in the issue: (A) the lead underwriter in a negotiated underwriting transaction until 15 days after the issue date; (B) any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers; and (C) a Related Party to a provider that has a Material Financial Interest in the issue.

(vi) *Bidding.* If the Issuer invests any Gross Proceeds of the Obligations in a Guaranteed Investment Contract or purchases with Gross Proceeds Yield Restricted Defeasance Escrow Investments, it will conduct, or will have conducted on its behalf, a Bona Fide Solicitation. The Issuer will require the agent to certify as to the bidding process as set forth in the form of Certificate of Bidding Agent to be furnished by Bond Counsel, in the case of a Guaranteed Investment Contract or in the case of Yield Restricted Defeasance Escrow Investments. If the bidding process is not conducted through an agent, the Issuer itself will provide a similar certificate. The Issuer will file such certification together with the Bid Records, with the documents relating to the Obligations. If the Issuer wishes to invest Gross Proceeds of the Obligations in Certificates of

Deposit it will obtain from the provider a certification that the Certificate of Deposit has a fixed rate, a fixed payment schedule and a substantial penalty for early withdrawal, and the yield on the certificate of deposit is not less than (A) the yield on reasonably comparable direct Obligations of the United States and (B) the highest yield published by the provider and currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(e) *Administrative Costs.* Except for Qualified Administrative Costs, costs or expenses paid, directly or indirectly, to purchase, carry, sell, or retire investments will not increase Payments made for investments and will not reduce Receipts from Investments. Qualified Administrative Costs will increase the Payments for, or decrease the Receipts from, investments.

(f) *Record Keeping.* The Issuer shall keep, or cause to be kept, accurate records of the status of compliance of the Obligations with respect to compliance with the expenditure requirements at the end of each 6-month period described in Section 4(a)(ii)(C) hereof. The Issuer will keep, or cause to be kept, accurate records of each investment it makes in Investment Property acquired, directly or indirectly, with Gross Proceeds of the Obligations (other than revenues in a Bona Fide Debt Service Fund) and each expenditure it makes with Gross Proceeds of the Obligations. Such records will include all of the information necessary to compute the yield on each investment in Investment Property to the Issuer, e.g., purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively received on disposition, disposition date and evidence of the Fair Market Value of such property on the purchase date and disposition date (or deemed purchase or disposition date) for each item of such Investment Property.

4. Rebate Requirement.

(a) *Calculation of the Rebate Amount.* In general, the Rebate Amount, as of any date is the excess of the “future value.” as of that date, of all Receipts on Nonpurpose Investments allocated to the Obligations over the “future value.” as of that date, of all Payments on Nonpurpose Investments allocated to the Obligations. The “future value” of a Payment or Receipt at the end of any period is determined using the economic accrual method and equals the value of that Payment or Receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the yield on the Obligations, using the same compounding interval and financial conventions used to compute the yield on the Obligations. Amounts earned on certain Gross Proceeds of the Obligations either may not be, or are not required to be, taken into account in determining the Rebate Amount. The earnings on Gross Proceeds excepted from the calculation of the Rebate Amount include the following:

(i) *Bona Fide Debt Service Fund.* Amounts earned on a Bona Fide Debt Service Fund for the Obligations and amounts earned on such amounts may not be taken into account if the gross earnings on the Bona Fide Debt Service Fund for the Bond Year is less than \$100,000.

(ii) *Spending Exceptions.* Earnings with respect to certain Gross Proceeds described in 4(a)(ii) of this Section are not required to be taken into account in determining the Rebate Amount if requirements of 4(a)(ii)(B), 4(a)(ii)(C) or 4(a)(ii)(D) of this Section are met with respect to such Gross Proceeds.

(A) *Special Rules.* For purposes of 4(a)(ii) of this Section the following special rules will apply.

(I) If any portion of the Obligations is treated as a separate Refunding Issue under Treasury Regulations §1.148-9(h), that portion is treated as a separate issue.

(II) The only spending exception applicable to a Refunding Issue is the *6-month Exception*.

(III) Solely for purposes of determining whether or not the expenditure requirement has been met under the *6-month Exception* for a Refunding Issue, proceeds of the refunded issue that become Transferred Proceeds of the Refunding Issue are, in general, not treated as “gross proceeds” of the Refunding Issue and need not be spent for the Refunding Issue to satisfy that spending exception. However, Transferred Proceeds of the Refunding Issue that were from excluded “gross proceeds” of the refunded issue under the special definition of “gross proceeds” described in 4(a)(ii)(A)(IX) of this Section, and Transferred Proceeds from any prior taxable issue, are treated as “gross proceeds” of the Refunding Issue under the *6-month Exception* unless those Transferred Proceeds are used in a manner that causes those amounts to be excluded from gross proceeds under the special definition described in 4(a)(ii)(A)(IX) of this Section. Transferred Proceeds excluded from Gross Proceeds for purposes of determining whether or not the expenditure requirement has been met are subject to rebate as proceeds of the Refunding Issue unless an exception to rebate applied to those proceeds as proceeds of the refunded issue.

(IV) Proceeds of the refunded issue, which for other purposes become Transferred Proceeds of the Obligations, continue to be treated as unspent proceeds of the refunded issue for purposes of applying the spending exceptions to an issue refunded

by the Obligations.

(V) If the refunded issue satisfies one of the spending exceptions, the proceeds of the refunded issue that are excepted from rebate under that spending exception are not subject to rebate either as proceeds of the refunded issue or as Transferred Proceeds of the Obligations.

(VI) Expenditures for the governmental purpose of an issue include payments for interest, but not principal, on the issue, and for principal or interest on another issue of obligations. The preceding sentence does not apply for purposes of the *18-month Exception* and *2-year Construction Exception* if those payments cause the issue to be a Refunding Issue.

(VII) Any failure to satisfy the final spending requirement of the *18-month Exception* or the *2-year Construction Exception* described in 4(a)(ii)(D) of this Section is disregarded if the Issuer exercises due diligence to complete the Project and the amount of the failure does not exceed the lesser of (1) 3 percent of the Issue Price of the Nonconstruction Issue in the case of the *18-month Exception* or the Construction Issue in the case of the *2-year Construction Exception* or (2) \$250,000.

(VIII) For purposes of this Section only, a Reasonably Required Reserve or Replacement Fund also includes any fund to the extent described in Treasury Regulations §1.148-5(c)(3)(i)(E) or (G).

(IX) Solely for purposes of determining whether the expenditure requirements with respect to the *6-month Exception* (as described in Section 4(a)(ii)(B)(I)) and the *18-month Exception* (as described in Section 4(a)(ii)(C)(I)) have been met, “gross proceeds” does not include (1) amounts in a Bona Fide Debt Service Fund; (2) amounts in a Reasonably Required Reserve or Replacement Fund (as defined for purposes of this Section); (3) amounts that, as of the date the Obligations are issued, are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the end of the 6-month spending period (or the 1-year spending period in the case of the Minor Portion) and the third spending period in the case of the *18-month Exception*; and (4) amounts representing repayments of Grants financed by the Obligations (if any).

(B) *6-month Exception*. Earnings with respect to Gross Proceeds of a Nonconstruction Issue or the Refunding Issue (treated as

separate issues) during the 6-month period beginning on the date of issue of the Obligations (the “6-month spending period”) and earnings with respect to an amount of Gross Proceeds of the Obligations not in excess of the Minor Portion during the 1-year period beginning on the date of issue of the Obligations (the “1-year spending period”) need not be taken into account if:

(I) The “gross proceeds” (as defined in this Section) of the respective issue are allocated to expenditures for the governmental purposes of the issue within the 6-month spending period, other than Gross Proceeds not in excess of the Minor Portion and such Minor Portion is allocated to expenditures for the governmental purposes of the issue within the 1-year spending period; and

(II) The rebate requirement is met for amounts not required to be spent within the 6-month spending period (excluding earnings on a Bona Fide Debt Service Fund) or the 1-year spending period for the Minor Portion.

(C) *18-month Exception.* Earnings with respect to Gross Proceeds of the New Money Portion of the Obligations need not be taken into account if:

(I) The “gross proceeds” (as defined in this Section) are allocated to expenditures for a governmental purpose of the New Money Portion of the Obligations in accordance with the following schedule: (1) at least fifteen percent (15%) within 6 months; (2) at least sixty percent (60%) within 12 months; and (3) one hundred percent (100%) within 18 months (the “third spending period”). The New Money Portion of the Obligations will not be regarded as failing to satisfy the spending requirement for the third spending period as a result of a Reasonable Retainage if the Reasonable Retainage is allocated to expenditures within 30 months of the issue date.

(II) The rebate requirement is met for all amounts not required to be spent in accordance with the 18-month expenditure schedule (other than earnings on a Bona Fide Debt Service Fund).

(III) All of the “gross proceeds” (as defined in this Section) of the New Money Portion of the Obligations qualify for the initial temporary period under Treasury Regulations §1.148-2(e)(2).

(IV) No portion of the New Money Portion of the Obligations is treated as meeting the exception from the rebate requirement for certain proceeds used to finance construction expenditures as provided in section 148(f)(4)(C) of Code and Treasury Regulations 1.148-7(e), as described in (D) of this Section.

(D) *2-year Construction Exception.* Amounts earned on Gross Proceeds which are Available Construction Proceeds of a Construction Issue are not required to be taken into account if Available Construction Proceeds of the Construction Issue are allocated to expenditures for the governmental purposes of the Construction Issue in accordance with the following schedule: (I) 10 percent or more within six months after the date of issue of the New Money Portion of the Obligations; (II) 45 percent or more within 1 year after the date of issue of the New Money Portion of the Obligations; (III) 75 percent or more within 18 months after the date of issue of the New Money Portion of the Obligations; and (IV) 100 percent within 2 years after the date of issue of the New Money Portion of the Obligations (the “fourth spending period”). The Construction Issue will not be regarded as failing to satisfy the spending requirement for the fourth spending period as a result of unspent amounts for Reasonable Retainage if those amounts are allocated to expenditures within 3 years of the issue date.

(b) *Computation Dates.* The Computation Date for the calculation of the Rebate Amount required by this Section 4 for Obligations with a term of less than five years will be the latest of: (i) the date that the Obligations are discharged; (ii) 8 months after the date the Obligations were issued; or (iii) the date the Issuer no longer reasonably expects that any of the spending exceptions under Treasury Regulations §1.148-7 (as described in 4(a)(ii) of this Section) will apply to the Obligations. The Computation Dates for the calculation of the Rebate Amount required by this Section 4 for Obligations with a term of five years or more will be: (i) a date selected by the Issuer which is no later than 5 years after the issue date of the Obligations, (ii) each fifth year thereafter, and (iii) the date that the last of the Obligations are discharged (i.e., the date of the retirement of the last maturity of the Obligations).

(c) *Rebate Payments.* The Issuer will pay the Rebate Amount to the United States no later than 60 days after the Computation Date. Payment of a Rebate Amount will be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Payment of a Rebate Amount will be accompanied by Form 8038-T.

4B

CORAL SPRINGS IMPROVEMENT DISTRICT
WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2016

SERIES RESOLUTION NO. 2016-6

Dated: June 20, 2016

TABLE OF CONTENTS

	<u>Page</u>
RESOLUTION NO. 2016-6	1
SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS	1
SECTION 2. FINDINGS	1
SECTION 3. ADDITIONAL DEFINITIONS	3
SECTION 4. AUTHORIZATION OF REFUNDING OF REFUNDED BONDS; AUTHORIZATION OF THE SERIES 2016 BOND; APPLICATION OF CERTAIN AMOUNTS HELD UNDER THE BOND RESOLUTION	4
SECTION 5. REDEMPTION PROVISIONS	6
SECTION 6. SALE OF THE SERIES 2016 BOND; CONFIRMATION OF BANK AS QUALIFIED PUBLIC DEPOSITORY	7
SECTION 7. AUTHORIZATION OF SERIES 2016 ESCROW AGREEMENT; APPOINTMENT OF ESCROW AGENT	8
SECTION 8. ADDITIONAL COVENANTS	8
SECTION 9. GENERAL AUTHORITY; CORRECTION OF SCRIVENER'S ERROR	9
SECTION 10. BROKERAGE CONFIRMATIONS.....	10
SECTION 11. SEVERABILITY AND INVALID PROVISIONS	10
SECTION 12. EFFECTIVE DATE.....	10

EXHIBITS

EXHIBIT A FORM OF SERIES 2016 BOND	A-1
EXHIBIT B FORM OF INVESTOR LETTER	B-1
EXHIBIT C FORM OF DISCLOSURE AND TRUTH IN BONDING STATEMENT.....	C-1
EXHIBIT D FORM OF SERIES 2016 ESCROW AGREEMENT	D-1

RESOLUTION NO. 2016-6

A SERIES RESOLUTION OF THE CORAL SPRINGS IMPROVEMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$43,705,000 IN ORIGINAL PRINCIPAL AMOUNT OF ITS WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2016 UNDER RESOLUTION NO. 2007-11 ADOPTED ON AUGUST 20, 2007, THE PROCEEDS OF WHICH WILL BE APPLIED, TOGETHER WITH OTHER AVAILABLE FUNDS OF THE ISSUER, IF ANY, TO DEFEASE AND ADVANCE REFUND THE ISSUER'S OUTSTANDING SUBORDINATE WATER AND SEWER REVENUE BONDS, SERIES 2007 AND PAY COSTS OF ISSUANCE OF THE SERIES 2016 BOND; PROVIDING FOR THE TRANSFER OF CERTAIN FUNDS RELATING TO THE REFUNDED BONDS; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2016 BOND; PROVIDING FOR THE NEGOTIATED PRIVATE PLACEMENT OF THE SERIES 2016 BOND TO BRIDGE FUNDING GROUP, INC., AN AFFILIATE OF BANKUNITED, N.A.; CONFIRMING THE APPOINTMENT OF BANKUNITED, N.A. AS A QUALIFIED PUBLIC DEPOSITORY OF THE ISSUER'S FUNDS; APPROVING THE FORM, AND AUTHORIZING EXECUTION, OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THEREUNDER; PROVIDING FOR GENERAL AUTHORIZATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CORAL SPRINGS IMPROVEMENT DISTRICT, IN BROWARD COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the "Board") of the Coral Springs Improvement District (the "Issuer") is authorized to adopt this resolution as a Series Resolution (the "Series Resolution") under the authority granted by the provisions of the Act and other applicable law. In consideration of the acceptance of the Series 2016 Bond (hereinafter defined) by the Holder (hereinafter defined) thereof from time to time, this Series Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holder of the Series 2016 Bond. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Bond Resolution (hereinafter defined).

SECTION 2. FINDINGS. It is hereby found and determined that:

A. The Issuer is an independent special district of the State of Florida established pursuant to the Act.

B. Pursuant to Resolution No. 2007-11 (the "Bond Resolution") adopted by the Board of Supervisors (the "Board") on August 20, 2007, the Issuer has previously issued and sold and has Outstanding under the Bond Resolution its Subordinate Water and Sewer Revenue Bonds, Series

2007 (the "Series 2007 Bonds"). The Bond Resolution provides that at such time as the Senior Bonds are no longer outstanding under the General Bond Resolution, the Bonds issued and Outstanding under the Bond Resolution, including the Series 2007 Bonds, shall automatically be deemed to have a lien on the Pledged Revenues prior to any other lien thereon. The Senior Bonds are no longer outstanding under the General Bond Resolution. Accordingly, the Series 2007 Bonds are currently secured by a first lien on, and payable from, the Pledged Revenues as provided in the Bond Resolution.

C. The Issuer hereby determines that it is necessary and appropriate and in the best interest of the Issuer and serves a public purposes to defease and advance refund all of the Series 2007 Bonds, currently Outstanding in the aggregate principal amount of \$40,960,000 (the "Refunded Bonds") in order to achieve present value debt service savings through the issuance of the Issuer's Water and Sewer Refunding Revenue Bond, Series 2016 (the "Series 2016 Bond"). As more fully described herein, the Series 2016 Bond will be issued pursuant to the Bond Resolution, as supplemented by this Series Resolution (collectively, the "Resolution") as a Series of Refunding Bonds. Proceeds of the Series 2016 Bond will be applied, together with other legally available funds of the Issuer, if any, to (i) defease and advance refund the Refunded Bonds and (ii) pay costs of issuance of the Series 2016 Bond, all as more fully provided for herein.

D. The Issuer also desires to appoint U.S. Bank National Association as Trustee, Paying Agent and Registrar with respect to the Series 2016 Bond and as escrow agent with respect to the Refunded Bonds.

E. All of the provisions, covenants, pledges and conditions in the Bond Resolution, as supplemented hereby, shall be applicable to the Series 2016 Bond herein authorized and such Series 2016 Bond shall constitute "Bonds" within the meaning of the Bond Resolution.

F. MBS Capital Markets, LLC ("MBS"), as the placement agent for the Issuer, has previously solicited interest from commercial banks to purchase the Series 2016 Bond at an attractive rate. BankUnited, N.A. (the "Bank"), on behalf of its affiliate, Bridge Funding Group, Inc. (the "Purchaser") has submitted to MBS and the Issuer a proposal to purchase the Series 2016 Bond in the form of a term sheet dated May 24, 2016 (the "Term Sheet"). The Issuer hereby determines that due to the present volatility of the market for bonds such as the Series 2016 Bond, and the complexity of the transactions relating to the Series 2016 Bond, it is in the best interest of the Issuer to sell the Series 2016 Bond by a negotiated private placement, rather than at a specified advertised date. As required by Section 218.385, Florida Statutes, prior to the issuance and delivery of the Series 2016 Bond, an authorized officer of the Purchaser will deliver to the Issuer a disclosure statement and truth-in-bonding statement, substantially in the form attached hereto as an exhibit. In addition, prior to the issuance and delivery of the Series 2016 Bond, the Purchaser shall deliver to the Issuer an investor letter substantially in the form attached hereto as Exhibit B.

G. The Issuer desires to now authorize and approve the defeasance and advance refunding of the Refunded Bonds, the issuance of the Series 2016 Bond, the negotiated sale of the Series 2016 Bond to the Purchaser, the transfer of certain funds held under the Bond Resolution with respect to the Refunded Bonds, if determined to be necessary as provided for herein, and the

execution and delivery of the various instruments required in connection with the issuance of the Series 2016 Bond, all as more fully set forth herein.

H. The principal of, premium, if any, and interest on the Series 2016 Bond herein authorized and all sinking fund, reserve and other payments provided for in the Resolution shall be payable solely from the Pledged Revenues and, to the extent provided in the Resolution and herein, from the monies on deposit from time to time in the Funds and Accounts created under the Resolution (excluding the Reserve Account) and it will not be necessary nor has there been authorized the levy of taxes on any property in the Issuer to pay for same, and the Series 2016 Bond shall not constitute a lien upon any of the properties of the Issuer, except the Pledged Revenues and the Funds and Accounts created under the Resolution (excluding the Reserve Account), nor shall the Series 2016 Bond be secured by the credit or taxing power of the Issuer or the general funds of the Issuer not expressly pledged under the Bond Resolution.

I. To the extent necessary to effectuate the terms and conditions hereof, the Bond Resolution is hereby incorporated herein by this reference.

SECTION 3. ADDITIONAL DEFINITIONS. In addition to the terms defined herein and in the Bond Resolution, the following terms used herein shall have the meanings set forth below:

“Authorized Denominations” shall mean, notwithstanding anything to the contrary in the Bond Resolution, the greater of \$5,000 and any integral multiple thereof or the principal amount of the Series 2016 Bond Outstanding if less than \$5,000.

“Bank” shall mean BankUnited, N.A.

“Default Rate” shall mean the greater of the Prime Rate plus 3.00% or 7.00% per annum, but in any event not greater than the maximum rate permitted by law.

“Determination of Taxability” shall mean a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the Series 2016 Bond is or was includable in the gross income of an Owner for Federal income tax purposes; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer’s own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

“Determination of Taxability Period” shall mean the period of time between (a) the earliest date that the Internal Revenue Service imposes federal income tax on the interest on the Series 2016 Bond and (b) the effective date of the Determination of Taxability.

“Interest Payment Date” means each June 1 and December 1 of each calendar year.

“Prime Rate” shall mean the prime rate published from time to time at <http://www.federalreservegov/release/h15/update>.

“Series 2016 Escrow Agreement” shall mean the Escrow Deposit Agreement referred to in Section 6 hereof.

“Taxable Rate” shall mean 4.70% per annum.

“Tax-Exempt Rate” shall mean 3.05% per annum.

SECTION 4. AUTHORIZATION OF REFUNDING OF REFUNDED BONDS; AUTHORIZATION OF THE SERIES 2016 BOND; APPLICATION OF CERTAIN AMOUNTS HELD UNDER THE BOND RESOLUTION.

(a) The Bond Resolution is hereby ratified and confirmed. The Issuer hereby confirms that the Series 2007 Project is complete. The Issuer hereby authorizes the defeasance and advance refunding of the Refunded Bonds. The Refunded Bonds maturing after June 1, 2017 shall be redeemed on June 1, 2017 at a redemption price of par, plus accrued interest to the redemption date, and without premium. The Trustee is hereby authorized to give notice of the defeasance and redemption of the Refunded Bonds as provided for in the Series 2016 Escrow Agreement.

(b) The Issuer hereby authorizes the issuance of the Series 2016 Bond in the original principal amount of not exceeding \$43,705,000 to be known as the “Coral Springs Improvement District Water and Sewer Refunding Revenue Bond, Series 2016” for the purpose of providing funds which, together with other legally available funds of the Issuer, if any, will be used to (i) defease and advance refund the Refunded Bonds and (ii) pay costs of issuance of the Series 2016 Bond.

(c) The Series 2016 Bond shall be substantially in the form attached as Exhibit A to this Series Resolution and shall be executed in the manner provided in the Bond Resolution and herein. The President or his designee is hereby authorized and directed to execute, and/or to cause his facsimile signature to be placed on, and the Secretary or his or her designee is hereby authorized to attest by manual or facsimile signature, each of the Series 2016 Bond and such officers are further authorized to cause the corporate seal of the Issuer to be imprinted or reproduced thereon and to deliver the Series 2016 Bond to the Bond Registrar for authentication and delivery. Execution of the Series 2016 Bond by the President or his designee shall constitute conclusive approval thereof.

(d) The Series 2016 Bond shall be dated its date of delivery and shall bear interest at a rate per annum equal to the Tax-Exempt Rate, subject to adjustment to the Taxable Rate upon the occurrence of a Determination of Taxability, or the Default Rate upon an Event of Default, as more fully provided for herein, and shall mature on June 1, 2031, with a balloon payment due at maturity. Interest on the Series 2016 Bond shall be payable on each Interest Payment Date, commencing on December 1, 2016 and principal and Amortization Requirements shall be payable on each June 1, commencing June 1, 2017, through maturity or earlier redemption in whole of the Series 2016 Bond.

(e) Interest on the Outstanding Series 2016 Bond shall be payable by wire transfer or other electronic means to the person in whose name that Series 2016 Bond is registered at the close of business on the Record Date for such Interest Payment Date. Notwithstanding the foregoing or any

provision of the Bond Resolution, presentment of the Series 2016 Bond for the payment of principal or Amortization Requirements thereon shall not be required. Following the payment in full of the Series 2016 Bond, the Holder shall promptly deliver the Series 2016 Bond to the Issuer marked “cancelled.”

(f) As a condition to the issuance of the Series 2016 Bond, the applicable provisions of Sections 2.09 of the Bond Resolution shall be complied with, other than Section 2.09(3), which need not be complied with. The Purchaser is not requiring that the Reserve Account secure the Series 2016 Bond and, accordingly, the Reserve Account will not secure the Series 2016 Bond or be funded in connection with the Series 2016 Bond and the Reserve Account Requirement for the Series 2016 Bond shall be \$0.

(g) If there is a Determination of Taxability not caused by the action of any Holder, the Series 2016 Bond shall bear interest from the earliest effective date of such Determination of Taxability at a rate per annum equal to the Taxable Rate. Upon an occurrence of a Determination of Taxability, the Issuer hereby agrees to pay to the Holder (i) an additional amount equal to the difference between (A) the amount of interest paid on the Series 2016 Bond during the Determination of Taxability Period and (B) the amount of interest that would have been paid on the Series 2016 Bond during the Determination of Taxability Period had the Series 2016 Bond borne interest at the Taxable Rate, plus (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Holder as a result of the occurrence of a Determination of Taxability.

The Holder shall advise the Trustee and the Issuer in writing within a reasonable time in good faith what amounts, if any, are owing as a result of a Determination of Taxability as described herein and the Trustee may conclusively rely upon such information without the duty to verify such information. Notwithstanding anything to the contrary herein or in the Master Resolution, it shall not be an Event of Default under the Resolution or the Series 2016 Bond solely as a result of the occurrence of a Determination of Taxability, regardless of any action or inaction by the Issuer.

(h) Upon the occurrence and continuance of an Event of Default, the Series 2016 Bond shall bear interest at a rate per annum equal to the Default Rate.

(i) The Trustee is hereby appointed as Trustee, Paying Agent and Registrar for the Series 2016 Bond.

(j) Notwithstanding anything to the contrary in the Bond Resolution, the Series 2016 Bond may only be transferred or assigned in whole, but not in part, subject to the prior written consent of the Issuer, which consent shall not be unreasonably withheld, provided that the transferee or assignee delivers to the Issuer an investment certificate in form and substance similar to that delivered to the Issuer by the initial Holder of the Series 2016 Bond; and provided, further that the consent of the Issuer to a transfer in whole of the Series 2016 Bond is not required in the event the proposed transferee or assignee of the Series 2016 Bond is an affiliate of the Bank that is a qualified institutional buyer as defined in Rule 144A as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “1933 Act”) and the Issuer receives

an investment certificate from the proposed transferee or assignee in form and substance similar to that delivered to the Issuer by the initial Holder of the Series 2016 Bond.

Nothing herein shall preclude any Holder of the Series 2016 Bond from participating all or portions of the loan evidenced by the Series 2016 Bond to other financial institutions; provided that such participation shall not change the registered Holder of the Series 2016 Bond.

(k) Notwithstanding anything to the contrary in the Resolution, while any affiliate of the Bank, including the initial Holder of the Series 2016 Bond, is the Holder of the Series 2016 Bond, the Issuer and the Trustee are authorized to deal directly only with the authorized officer of the Bank on all matters relating to the Series 2016 Bond and the Indenture including but not limited to consents, requests and notices, (including notices of redemption or default), and the taking of remedial action or amendments, in lieu of dealing directly with such Holder, (i) unless and until notified in writing to the contrary by such Holder or the Bank. The authorized officer of the Bank is currently Percy R. Aquila, Jr., Senior Vice President, Corporate Banking Division, BankUnited, N.A., 7765 NW 148th Street—Building 2, Miami Lakes, Florida 33016; phone: (305) 818-8661; e-mail: PAquila@BankUnited.com, or (ii) except that with respect to making payments on the Series 2016 Bond, the Trustee shall make payment to the Holder to an account maintained by the Bank for the account of the Holder, which account information shall be provided to the Trustee by the Bank in writing at the time of issuance of the Series 2016 Bond. Any change in the account information shall be provided by the Bank to the Trustee in writing at least fifteen (15) business days prior to the next payment date. Notwithstanding the foregoing, the Trustee may elect to send notices of default or proposed amendments or other notices to the Holder as well as the Bank, but shall not be liable if Trustee elects not to do so. The Holder from time to time of the Series 2016 Bond or the Bank shall promptly notify the Issuer and the Trustee in writing of any change of the primary contact at the Bank and provide such person's contact information, and in the absence of either of the foregoing notices, the Issuer and the Trustee may continue to deal with the Bank.

(l) Amounts on deposit in the Funds and Accounts established under the Bond Resolution with respect to the Refunded Bonds shall be transferred and applied on the date of issuance of the Series 2016 Bond in the manner set forth in a certificate of an Authorized Officer delivered on such date (the "Authorized Officer's Certificate") and such transfer and application of funds is hereby authorized if the District Manager of the Issuer (the "District Manager"), in consultation with the Issuer's Bond Counsel, determines such transfer is necessary and appropriate. Proceeds of the Series 2016 Bond will be applied as set forth in the Authorized Officer's Certificate, consistent with the matters authorized herein. For purposes of the foregoing, a "Series 2016 Costs of Issuance Account" is hereby established in the Project Account. Amounts in the Series 2016 Costs of Issuance Account (including investment earnings) not used to pay costs of issuance of the Series 2016 Bond and not the subject of a pending requisition as of December 31, 2016 shall be transferred to the Interest Account.

SECTION 5. REDEMPTION PROVISIONS. The Series 2016 Bond shall be subject to redemption at the option of the Issuer, in whole or in part, on any date on and after June 1, 2026 without penalty or premium, at a redemption price equal to 100% of the principal amount and/or Amortization Requirements of the Series 2016 Bond to be redeemed, together with interest accrued

to the redemption date. The Series 2016 Bond shall also be subject to mandatory sinking fund redemption. The Amortization Requirements for the Series 2016 Bond shall be as set forth in the Series 2016 Bond. Notwithstanding anything to the contrary in the Bond Resolution, in the event of any partial redemption of the Series 2016 Bond (other than as a result of scheduled mandatory sinking fund redemption), each partial redemption shall be applied to such Amortization Requirements or principal relating to the Series 2016 Bond as the Issuer shall designate by notice in writing delivered to the Purchaser simultaneously with such partial redemption and in a manner so that the Series 2016 Bond shall be in Authorized Denominations.

Notwithstanding anything to the contrary in the Resolution, notice of each redemption of the Series 2016 Bond (other than mandatory sinking fund redemption for which redemption notice shall not be required to be given) is required to be mailed by the Bond Registrar, postage prepaid, not less than twenty (20) nor more than thirty (30) days prior to the redemption date to the Holder of the Series 2016 Bond at the address of such Holder recorded on the bond register maintained by the Bond Registrar and no other notice shall be required to be given. On the date designated for redemption, notice having been given and money for the payment of the redemption price being held by the Paying Agent, all as provided in the Bond Resolution, the Series 2016 Bond or such portions thereof so called for redemption shall become and be due and payable at the redemption price provided for the redemption of such Series 2016 Bond or such portions thereof on such date, interest on such Series 2016 Bond or such portions thereof so called for redemption shall cease to accrue, such Series 2016 Bond or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under this Resolution and the Holder thereof shall have no rights in respect of such Series 2016 Bond or such portions thereof so called for redemption except to receive payments of the redemption price thereof so held by the Paying Agent. The Issuer may revoke any notice of optional redemption delivered pursuant to this section, once given, up to two (2) business days prior to the redemption date specified in the notice of redemption; thereafter the notice shall be irrevocable.

SECTION 6. SALE OF THE SERIES 2016 BOND; CONFIRMATION OF BANK AS QUALIFIED PUBLIC DEPOSITORY. Based on the findings set forth in Section 2F. hereof, the Issuer hereby approves the sale of the Series 2016 Bond to the Purchaser pursuant to a negotiated private placement, accepts the Term Sheet and authorizes the President or District Manager of the Issuer or his designee (the “District Manager”) to execute the Term Sheet and deliver it to the Bank. As a condition to the delivery of the Series 2016 Bond to the Purchaser, the Purchaser shall deliver to the Issuer an investor letter and Disclosure and Truth in Bonding Statement substantially in the forms attached hereto as Exhibit B and C, respectively. The Series 2016 Bond is authorized to be sold to the Purchaser at a purchase price equal to the original aggregate principal amount of the Series 2016 Bond, which shall not exceed \$43,705,000. In consideration for its services in placing the Series 2016 Bond with the Purchaser, MBS shall be paid a placement fee as specified in the Responsible Officer’s Certificate. The Issuer hereby confirms its appointment of the Bank as a qualified public depository of the Issuer’s funds for purposes of Section 280.02, Florida Statutes and authorizes the District Manager to take any actions necessary to further evidence such appointment as required by applicable Florida law.

SECTION 7. AUTHORIZATION OF SERIES 2016 ESCROW AGREEMENT; APPOINTMENT OF ESCROW AGENT. The form of the Series 2016 Escrow Agreement relating to the Refunded Bonds attached hereto as Exhibit D to be entered into between the Issuer and the Trustee, as escrow agent (the “Escrow Agent”), is hereby authorized and approved, in substantially the form submitted at this meeting. The President is hereby authorized to execute the Series 2016 Escrow Agreement and the Secretary is hereby authorized to attest the Series 2016 Escrow Agreement, and the President is authorized to deliver the Series 2016 Escrow Agreement with such changes therein as are necessary or desirable and as shall be approved by the President, in consultation with the Issuer’s General Counsel and Bond Counsel, such approval to be conclusively evidenced by the execution thereof. The Issuer hereby appoints the Trustee as the Escrow Agent under the Series 2016 Escrow Agreement. The District Manager or his designee is hereby authorized to arrange for the purchase of the securities to be deposited to the escrow fund established under the Series 2016 Escrow Agreement and to provide notice to the Insurer of the Refunded Bonds of the advance refunding thereof, as required by the Bond Resolution.

SECTION 8. ADDITIONAL COVENANTS. Notwithstanding anything to the contrary in the Bond Resolution or herein, while the Series 2016 Bond is Outstanding and the Purchaser is the Holder thereof:

(a) For purposes of the Additional Bonds test set forth in Section 2.08 of the Bond Resolution, the reference to “110%” in subsection (2) of said Section 2.08 shall instead be deemed to be a reference to “125%” for all purposes of the Bond Resolution, including Section 2.08 thereof, as supplemented by this Series Resolution.

(b) The Issuer acknowledges and confirms the rate covenant in Section 5.03 of the Bond Resolution and its covenants in Article VII of the Bond Resolution.

(c) The Issuer covenants that so long as the Bank or its affiliate is a Holder of the Series 2016 Bond, the Issuer shall maintain a depository relationship with the Bank with a minimum target balance of \$3 million (inclusive of funds on deposit with the Bank as of the date of issuance of the Series 2016 Bond), to be tested no more than twice in each calendar year. The Holder of the Series 2016 Bond shall have no right of set-off against any funds of the Issuer with respect to any funds of the Issuer on deposit in any of its accounts held by the Bank and it shall not be an Event of Default with respect to the Series 2016 Bond solely as a result of the Issuer’s failure to maintain the target balance on deposit with the Bank as of any date, including any testing date. Funds shall be held by the Bank as a Qualified Public Depository in an account eligible for the deposit of public funds pursuant to Chapter 280, Florida Statutes.

(d) The Issuer shall not amend any provision of the Resolution affecting the Series 2016 Bond without the prior written consent of the Holder.

(e) The Issuer will deliver to the Holder via U.S. mail or electronic mail (i) its audited comprehensive annual financial report no later than two hundred seventy (270) days following the end of each Fiscal Year of the Issuer (commencing with the Fiscal Year ending September 30, 2016); (ii) its unaudited financial statements for the Fiscal Year then ended within one hundred twenty (120) days following the end of the applicable Fiscal Year then ended (commencing with the Fiscal Year

ending September 30, 2016); and (iii) a copy of its annual budget on or before November 15 of each calendar year (commencing with the Fiscal Year beginning October 1, 2016).

(f) THE ISSUER, THE TRUSTEE AND THE HOLDER WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS RESOLUTION, THE SERIES 2016 BOND AND/OR THE SERIES 2016 TRUST ESTATE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE ISSUER, THE TRUSTEE AND THE HOLDER. THE ISSUER, THE TRUSTEE AND THE HOLDER EACH ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF ANY OF THEM HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE ISSUER, THE TRUSTEE AND THE INITIAL HOLDER FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. The Issuer and each Holder are each hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver.

(g) In connection with all aspects of the transactions contemplated by the issuance of the Series 2016 Bond and the adoption of this Series Resolution, the Issuer acknowledges and agrees that: (i) (1) the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (2) the Issuer is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by the Series 2016 Bond and this Series Resolution, (3) neither the Bank nor the initial Owner is acting as a municipal advisor or financial advisor to the Issuer, and (4) neither the Bank nor the initial Owner has any fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transactions contemplated by the Series 2016 Bond and this Series Resolution and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank and/or the initial Owner has provided other services or is currently providing other services to the Issuer on other matters); (ii) (1) the initial Owner is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, neither the Bank nor the Initial Owner has been, is, or will be acting as an advisor, agent or fiduciary, for the Issuer, or any other person, and (2) neither the Bank nor the initial Owner has any obligation to the Issuer with respect to the transactions contemplated by the Series 2016 Bond and this Series Resolution; and (iii) the Bank and the initial Owner may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and neither the Bank nor the initial Owner has any obligation to disclose any of such interests to the Issuer. To the fullest extent permitted by law, the Issuer hereby waives and releases any claims that it may have against the Bank and the initial Owner with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by the Series 2016 Bond and this Series Resolution.

SECTION 9. GENERAL AUTHORITY; CORRECTION OF SCRIVENER'S ERROR. The President, Secretary, District Manager, District Counsel and any other proper officials of the Issuer are hereby authorized to do all acts and things required of them by this Series

Resolution, the Bond Resolution, the Series 2016 Bond, the Series 2016 Escrow Agreement, or that may otherwise be desirable or consistent with accomplishing the full, punctual and complete performance of all the terms, covenants and agreements contained in any of the foregoing and each member, employee, attorney and officer of the Issuer is hereby authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated thereby. The cross reference in Section 5.07(5) of the Bond Resolution to Section 5.12 of the Bond Resolution is deemed amended to instead be a cross reference to Section 5.11 of the Bond Resolution to correct a scrivener's error.

SECTION 10. BROKERAGE CONFIRMATIONS. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law.

SECTION 11. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof or of the Series 2016 Bond.

SECTION 12. EFFECTIVE DATE. This Series Resolution shall be effective upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the Coral Springs Improvement District this 20th day of June, 2016.

CORAL SPRINGS IMPROVEMENT DISTRICT

[SEAL]

President

ATTEST:

Secretary

EXHIBIT A

FORM OF SERIES 2016 BOND

THIS OBLIGATION MAY ONLY BE TRANSFERRED AS PROVIDED HEREIN

**REGISTERED
No. R-1**

\$ _____

UNITED STATES OF AMERICA

STATE OF FLORIDA

COUNTY OF BROWARD

CORAL SPRINGS IMPROVEMENT DISTRICT

WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2016

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>
3.05% (subject to adjustment as provided herein)	June 1, 2031	_____, 2016

REGISTERED HOLDER: BRIDGE FUNDING GROUP, INC.

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Coral Springs Improvement District (the "Issuer"), for value received, hereby promises to pay to the registered Holder shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, the principal sum of _____ DOLLARS (\$_____) with interest thereon at the rate of 3.05% per annum, subject to adjustment as provided herein, payable on the first day of June and December of each year, commencing December 1, 2016. Principal of this Series 2016 Bond is payable by wire transfer or other electronic means to the registered Holder as such name shall appear on the registry books of the Issuer maintained by U.S. Bank National Association, located in Orlando, Florida, as Paying Agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), in lawful money of the United States of America. Interest on this Series 2016 Bond is payable by wire transfer or other electronic means

to the registered Holder as such name shall appear on the registry books of the Issuer maintained by U.S. Bank National Association, as Bond Registrar (said U.S. Bank National Association and any successor Bond Registrar being herein called the “Registrar”) at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of this Series 2016 Bond is to be paid (the “Record Date”). The interest due hereunder shall be computed based on a 360 day year of twelve (12) thirty (30) day months. Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a June 1 or December 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to December 1, 2016, in which case from the Dated Date, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Record Date and may be paid to the person in whose name this Series 2016 Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Resolution (defined below). Notwithstanding anything to the contrary in the Resolution, presentment of this Series 2016 Bond for the payment of principal or Amortization Installments hereon shall not be required. Following the payment in full of this Series 2016 Bond, the Holder shall promptly deliver the Series 2016 Bond to the Issuer marked “cancelled.” All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Resolution.

If there is a Determination of Taxability not caused by the action of any Holder, this Series 2016 Bond shall bear interest from the earliest effective date of such Determination of Taxability at a rate per annum equal to the Taxable Rate. Upon an occurrence of a Determination of Taxability, the Issuer hereby agrees in the Resolution to pay to the Holder (i) an additional amount equal to the difference between (A) the amount of interest paid on this Series 2016 Bond during the Determination of Taxability Period and (B) the amount of interest that would have been paid on the Series 2016 Bond during the Determination of Taxability Period had this Series 2016 Bond borne interest at the Taxable Rate, plus (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Holder as a result of the occurrence of a Determination of Taxability.

The Holder shall advise the Trustee and the Issuer in writing within a reasonable time in good faith what amounts, if any, are owing as a result of a Determination of Taxability as described herein and the Trustee may conclusively rely upon such information without the duty to verify such information. Notwithstanding anything to the contrary herein or in the Resolution, it shall not be an Event of Default under the Resolution or this Series 2016 Bond solely as a result of the occurrence of a Determination of Taxability, regardless of any action or inaction by the Issuer.

This Series 2016 Bond is all of an authorized issue of Bonds of Coral Springs Improvement District, an independent special district duly created, organized and existing under the Act designated as “Coral Springs Improvement Water and Sewer Refunding Revenue Bond, Series 2016 (the “Series

2016 Bond”). This Series 2016 Bond shall be issued as a fully registered Bond in Authorized Denominations, as set forth in the Resolution.

This Series 2016 Bond is being issued under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly the Act, Resolution No. 2007-11 of the Issuer adopted on August 20, 2007, as amended and supplemented (the “Bond Resolution”), including by Series Resolution No. 2016-6 of the Issuer adopted on June 20, 2016 (the “Series Resolution” and, together with the Bond Resolution, the “Resolution”) and is subject to all the terms and conditions of the Resolution. Modifications or alterations of the Resolution or of any resolutions supplemental thereto may be made only to the extent and in the circumstances permitted by the Resolution.

This Series 2016 Bond and the interest thereon are payable solely from and secured by a lien upon and pledge of the Pledged Revenues and the Funds and Accounts in the manner provided in the Resolution. The Reserve Account does not secure this Series 2016 Bond.

THIS SERIES 2016 BOND IS A LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE RESOLUTION AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THIS SERIES 2016 BOND. THIS SERIES 2016 BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

Additional Bonds and Refunding Bonds on a parity with this Series 2016 Bond may be issued by the Issuer from time to time upon the conditions and within the limitations and in the manner provided in the Resolution.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the custody and application of the proceeds of this Series 2016 Bond, the operation and application of the Funds and Accounts charged with and pledged to the payment of the principal of, premium, if any, and the interest on this Series 2016 Bond, the nature and extent of the security for this Series 2016 Bond, the terms and conditions on which this Series 2016 Bond is issued, the rights, duties and obligations of the Issuer and of the Trustee under the Resolution, the conditions under which such Resolution may be amended, and as to other rights and remedies of the Holder of this Series 2016 Bond.

The Holder of this Series 2016 Bond shall have no right to enforce the provisions of the Resolution or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Resolution or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Resolution.

It is expressly agreed by the registered Holder of this Series 2016 Bond that such registered Holder shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, Broward County, Florida, the State of Florida or any political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, Broward County, Florida, the State of Florida or any political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Series 2016 Bond or the making of any other sinking fund and other payments provided for in the Resolution.

By the acceptance of this Series 2016 Bond, the Holder hereof assents to all the provisions of the Resolution. The Holder acknowledges that its rights may be exercised by another party if and to the extent provided in Section 4(k) of the Series Resolution.

This Series 2016 Bond shall be subject to redemption at the times and in the manner provided in the Resolution. All payments of the redemption price of this Series 2016 Bond shall be made on the dates hereinafter required. . Notwithstanding anything to the contrary in the Bond Resolution, in the event of any partial redemption of the Series 2016 Bond (other than as a result of scheduled mandatory sinking fund redemption), each partial redemption shall be applied to such Amortization Requirements or principal relating to the Series 2016 Bond as the Issuer shall designate by notice in writing delivered to the Purchaser simultaneously with such partial redemption and in a manner so that the Series 2016 Bond shall be in Authorized Denominations.

Notice of redemption shall be given as provided below, notwithstanding anything to the contrary in the Bond Resolution.

(a) Optional Redemption.

This Series 2016 Bond is subject to redemption at the option of the Issuer, in whole or in part, on any date on and after May 1, 2026, at a redemption price equal to 100% of the principal amount of this Series 2016 Bond to be redeemed, together with interest accrued to the redemption date.

(b) Mandatory Sinking Fund Redemption.

This Series 2016 Bond is subject to mandatory sinking fund redemption on June 1 in the respective years set forth in the following table, at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

Year (June 1)	<u>Amortization Requirements</u>	Year (June 1)	<u>Amortization Requirements</u>
2017		2026	
2018		2027	
2019		2028	
2020		2029	
2021		2030	
2022		2031*	
2023			
2024			
2025			

* Final maturity

Notwithstanding anything to the contrary in the Resolution, notice of each redemption of this Series 2016 Bond (other than mandatory sinking fund redemption for which redemption notice shall not be required to be given) is required to be mailed by the Bond Registrar, postage prepaid, not less than twenty (20) nor more than thirty (30) business days prior to the redemption date to the Holder of this Series 2016 Bond at the address of such Holder recorded on the bond register maintained by the Bond Registrar and no other notice shall be required to be given. On the date designated for redemption, notice having been given and money for the payment of the redemption price being held by the Paying Agent, all as provided in the Bond Resolution, this Series 2016 Bond or such portions thereof so called for redemption shall become and be due and payable at the redemption price provided for the redemption of such Series 2016 Bond or such portions thereof on such date, interest on such Series 2016 Bond or such portions thereof so called for redemption shall cease to accrue, such Series 2016 Bond or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution and the Holder thereof shall have no rights in respect of such Series 2016 Bond or such portions thereof so called for redemption except to receive payments of the redemption price thereof so held by the Paying Agent. The Issuer may revoke any notice of optional redemption delivered pursuant to this section, once given, up to two (2) business days prior to the redemption date specified in the notice of redemption; thereafter the notice shall be irrevocable.

The Issuer shall keep books for the registration of this Series 2016 Bond at the corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Resolution, this Series 2016 Bond may be transferred or exchanged by the registered Holder thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging this Series 2016 Bond is exercised, the Issuer shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Resolution shall authenticate and deliver a new Series 2016 Bond in authorized form and in like aggregate principal amount in accordance with the provisions of the Resolution. There shall be no

charge for any such exchange or transfer of this Series 2016 Bond, but the Issuer may require payment of a sum sufficient to pay any tax, fee or other governmental charge imposed. Neither the Issuer nor the Registrar shall be required (a) to transfer or exchange this Series 2016 Bond for a period of 15 days next preceding any selection of this Series 2016 Bond to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer this Series 2016 Bond called for redemption in whole.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name this Series 2016 Bond shall be registered upon the books kept by the Registrar as the absolute Holder thereof (whether or not such Series 2016 Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Series 2016 Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2016 Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding anything to the contrary in the Resolution, this Series 2016 Bond may only be transferred or assigned in whole, but not in part, subject to the prior written consent of the Issuer, which consent shall not be unreasonably withheld, provided that the transferee or assignee delivers to the Issuer an investment certificate in form and substance similar to that delivered to the Issuer by the initial Holder of this Series 2016 Bond; and provided, further that the consent of the Issuer to a transfer in whole of this Series 2016 Bond is not required in the event the proposed transferee or assignee of the Series 2016 Bond is an affiliate of the Bank that is a qualified institutional buyer as defined in Rule 144A as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "1933 Act") and the Issuer receives an investment certificate from the proposed transferee or assignee in form and substance similar to that delivered to the Issuer by the initial Holder of this Series 2016 Bond.

Nothing herein or in the Resolution shall preclude and Holder of this Series 2016 Bond from participate all or portions of the loan evidenced by the Series 2016 Bond to other financial institutions; provided that such participation shall not change the registered Holder of this Series 2016 Bond.

This Series 2016 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Resolution, of the certificate of authentication endorsed hereon.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Series 2016 Bond exist, have happened and have been performed in regular and due form and time as required by the Act, and that the issuance of this Series 2016 Bond, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Coral Springs Improvement District has caused this Series 2016 Bond to be signed by the facsimile signature of the President of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

**CORAL SPRINGS IMPROVEMENT
DISTRICT**

By: _____
President, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Series 2016 Bond is all of the Series of Refunding Bonds delivered pursuant to the within mentioned Resolution.

Date of Authentication: ____, 2016

**U.S. BANK NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Gifts to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Series 2016 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT B**FORM OF INVESTOR LETTER**

Board of Supervisors
Coral Springs Improvement District

Re: Coral Springs Improvement District \$_____ Water and Sewer Refunding Revenue Bond, Series 2016 (the "Series 2016 Bond")

Gentlemen:

This letter is being provided in connection with the purchase of the above-referenced Series 2016 Bond which was delivered to us by Coral Springs Improvement District (the "Issuer") as of the date hereof. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in Resolution No. 2007-11 adopted by the Issuer on August 20, 2007, as supplemented by Resolution No. ____ adopted by the Issuer on June 20, 2016 (collectively, the "Resolution").

1. We are a Delaware corporation and an affiliate of BankUnited, N.A., a national banking association and are engaged in the business of making commercial loans to private and public entities. We understand that our loan (the "Loan") to the Issuer shall be evidenced by the Resolution and the Series 2016 Bond.

2. We are purchasing the Series 2016 Bond from the Issuer for our own account for investment purposes and not for, or with a current view to, or in connection with, any resale or distribution. We have no present plans or intentions to sell or transfer or otherwise dispose of any portion of the Series 2016 Bond. We understand that the Series 2016 Bond may be transferred subject to the terms and conditions set forth in the Series 2016 Bond and the Resolution. We will notify any proposed transferee or assignee from us of the resale restrictions set forth in the Series 2016 Bond. Notwithstanding the foregoing, we reserve the right to participate all or portions of the Loan to other financial institutions, although we acknowledge such participation will not result in a change in the registered Owner of the Series 2016 Bond reflected on the record books of the Registrar.

3. We are a "qualified institutional buyer" as that term is defined in Rule 144A as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "1933 Act"), and we have sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be capable of evaluating the merits and risks of our investment in the Series 2016 Bond.

4. We are able to bear the economic risk of our investment in the Series 2016 Bond.

5. We acknowledge that the Series 2016 Bond does not represent a general obligation of the Issuer, Broward County, Florida, the State of Florida or any political subdivision thereof and are not payable from taxes or any moneys provided by or to the Issuer, other than those described in the Series 2016 Bond and the Resolution, and we further acknowledge that no covenant, stipulation, obligation or agreement contained in any documents related to the issuance of the Series 2016 Bond is or shall be deemed to be a covenant, agreement or obligation of any present or future board member, officer or employee of the Issuer in his or her individual capacity.

6. We acknowledge and agree that the Series 2016 Bond (a) has not been and will not be registered under the 1933 Act or the securities or Blue Sky laws of any state and is not listed on any stock or securities exchange and is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, and d) will be delivered in a form which is not readily marketable. We further acknowledge and agree that the Resolution has not been and will not be qualified under the Trust Indenture Act of 1939, as amended.

7. We understand that no offering, statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the Issuer and the Series 2016 Bond is being or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the Issuer, the Series 2016 Bond and the security therefor.

8. We have received all financial and other information regarding the Series 2016 Bond that we have requested and which we consider relevant or necessary to make an informed decision to invest in the Series 2016 Bond. We have made our own inquiry into the creditworthiness of the Issuer, we have received all the information that we have requested from the Issuer or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering of the Series 2016 Bond and the security therefor, and the Issuer, and have received, to the best of our knowledge, complete and satisfactory answers to all such questions.

Dated this ____ day of ____, 2016.

Yours very truly,

BRIDGE FUNDING GROUP, INC.

By: _____
 Joe Serio, Senior Vice
 President

EXHIBIT C

FORM OF DISCLOSURE AND TRUTH-IN BONDING STATEMENT

Board of Supervisors
Coral Springs Improvement District

Re: Coral Springs Improvement District \$_____ Water and Sewer Refunding Revenue Bond, Series 2016 (the “Series 2016 Bond”)

Gentlemen:

In connection with the proposed issuance of the above-captioned Series 2016 Bond, Bridge Funding Group, Inc. (the “Purchaser”) has agreed to purchase the Series 2016 Bond. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in Resolution No. 2007-11 adopted by the Issuer on August 20, 2007, as supplemented by Resolution No. ____ adopted by the Issuer on June 20, 2016 (collectively, the “Resolution”).

The purpose of this letter is to furnish pursuant to the provisions of Sections 218.385(2) and (6), Florida Statutes, as amended, certain information in respect to the arrangement contemplated for the placement and sale of the Series 2016 Bond as follows:

(a) An itemized list setting forth the nature and estimated amounts of expenses to be incurred by the Purchaser in connection with the issuance of the Series 2016 Bond is set forth below:

Purchaser’s Counsel Fee (Greenberg Traurig P.A.): \$25,000 (paid by the Issuer)

(b) No “finder” as that term is defined in Section 218.386, Florida Statutes, as amended, has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2016 Bond.

- (c) The underwriting spread to be paid by the Issuer will be:

\$0.00

(d) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Series 2016 Bond to any person not regularly employed or retained by the Purchaser (including any “finder,” as defined in Section 281.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Purchaser as set forth in paragraph (a) above.

(e) Truth-in-Bonding Statement – The Issuer is proposing to issue the Series 2016 Bond or the purpose of providing funds, together with other legally available funds, to defease and current refund the Refunded Bonds, fund the Series 2016 Reserve Account of the Debt Service Reserve Fund and pay costs of issuance of the Series 2016 Bond. The Series 2016 Bond is expected to be repaid over a period of approximately ___ years, through maturity on June 1, 2031 (the “Maturity Date”). At an interest rate of 3.05% per annum (assuming no adjustment to such rate as a result of a Determination of Taxability or the occurrence and continuance of an Event of Default), the total interest paid over the life of the Series 2016 Bond will be \$_____.

The source of repayment or security for the Series 2016 Bond is limited solely to the Series 2016 Pledged Revenues. The authorization of the debt or obligation evidenced by the Series 2016 Bond will result in an average of \$_____ of Series 2016 Pledged Revenues not being available to the Issuer to finance other projects of the Issuer each year for the approximately ___ year period from the date of issuance of the Series 2016 Bond to the Maturity Date. We note that the Series 2016 Pledged Revenues primarily represent revenues derived from the levy and collection of the Series 2016 Special Assessments, which were previously pledged to the Refunded Bonds.

- (f) The name and address of the Purchaser is set forth below:

Bridge Funding Group, Inc.
 c/o Bank United, N.A.
 7765 NW 148th Street, Bldg. 2
 Miami Lakes, Florida 33016

We understand that the Issuer does not require any further disclosure from the Purchaser, pursuant to Section 218.385(6), Florida Statutes, as amended.

Dated as of this ____ day of _____, 2016.

Yours very truly,

BRIDGE FUNDING GROUP, INC.

By: _____
Joe Serio, Senior Vice
President

EXHIBIT D

FORM OF SERIES 2016 ESCROW DEPOSIT AGREEMENT

Draft #4

ESCROW DEPOSIT AGREEMENT
DATED AS OF ___, 2016
BETWEEN
THE
CORAL SPRINGS IMPROVEMENT DISTRICT
AND
U.S. BANK NATIONAL ASSOCIATION,
AS ESCROW AGENT

ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (the “Agreement”) is dated as of ____, 2016 and is entered into by and between **CORAL SPRINGS IMPROVEMENT DISTRICT**, an independent special district of the State of Florida (the “District”) and **U.S. BANK NATIONAL ASSOCIATION**, Orlando, Florida, as escrow agent (such entity, and its permitted successors and assigns, being referred to herein as the “Escrow Agent”).

W I T N E S S E T H:

WHEREAS, the District is a municipal corporation of the State of Florida; and

WHEREAS, the Escrow Agent is a national banking association with fiduciary powers, having a designated corporate trust office in Orlando, Florida; and

WHEREAS, the District has previously issued and has Outstanding under Resolution No. 2011-07 adopted on August 20, 2007 (the “Bond Resolution”) its Subordinate Water and Sewer Revenue Bonds, Series 2007 (the “Series 2007 Bonds”); and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Series Resolution No. 2016-6 adopted by the District on June 20, 2007 (the “Series Resolution” and together with the Bond Resolution, the “Resolution”) the District authorized the advance refunding of the Outstanding 2007 Bonds (the “Refunded Bonds”); and

WHEREAS, in order to provide for the payment of the Refunded Bonds, the District has authorized the issuance of its \$_____ Water and Sewer Refunding Revenue Bond, Series 2016 (the “Series 2016 Bond”); and

WHEREAS, a sufficient portion of the proceeds of the Series 2016 Bond, [together with other funds of the District legally available therefor,] will be applied to the purchase of Escrow Securities (the “Refunded Bonds Escrow Securities”) which will be held hereunder and used, together with certain uninvested cash, to satisfy the obligations of the District evidenced by the Refunded Bonds; and

WHEREAS, as more fully described herein, the District represents that the Refunded Bonds Escrow Securities will mature and produce investment income and earnings at such times and in such amounts as will be sufficient, together with other moneys deposited in the trust fund created herein and held uninvested, to pay: (i) the interest accruing on the Refunded Bonds through and including June 1, 2017, the date on which the Refunded Bonds maturing after June 1, 2017 will be redeemed (the “Refunded Bonds Redemption Date”) and (ii) the principal amount and Amortization Requirements of the Refunded Bonds coming due on the Refunded Bonds Redemption Date, as a result of maturity and/or redemption on such date; and

WHEREAS, the District and the Escrow Agent desire to enter into this Agreement to provide for the taking of certain actions so as to accomplish the payment of the Refunded Bonds, among other matters set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

SECTION 1. RECITALS; SCHEDULES; DEFINITIONS. The foregoing recitations are true and correct and are hereby incorporated into this Agreement by reference thereto. All Schedules annexed hereto shall without further referral be deemed incorporated herein and made a part hereof. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Resolution.

SECTION 2. CREATION OF ESCROW FUND.

(a) The Escrow Agent hereby acknowledges receipt of a copy certified in writing by the District to be a true and correct copy of the Resolution. Reference or citation herein to any provisions of the Resolution shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein. The Escrow Agent also hereby acknowledges receipt of the Verification Report (hereinafter defined).

(b) The District hereby exercises the right granted by the Bond Resolution and the Series 2007 Bonds, to optionally redeem, refund and defease the Refunded Bonds maturing after the Refunded Bonds Redemption Date on the Refunded Bonds Redemption Date and to discharge and satisfy its obligations under the Bond Resolution with respect to the Refunded Bonds.

(c) There is hereby created and designated a separate special and irrevocable escrow fund to be known as the “Coral Springs Improvement District Series 2016 Bond Escrow Fund” (the “Escrow Fund”). The Escrow Fund shall be held in the custody of the Escrow Agent, in its capacity as an escrow agent, for the benefit of the holders of the Refunded Bonds, separate and apart from other funds of the District and the Escrow Agent and applied solely as provided in this Agreement.

SECTION 3. DEPOSIT OF MONEYS AND INVESTMENT AND REINVESTMENT THEREOF; SUFFICIENCY OF ESCROW FUND.

The following shall apply to the cash deposited in the Escrow Fund with respect to the Refunded Bonds and Refunded Bonds Escrow Securities in the Escrow Fund:

(a) concurrently with the execution of this Agreement, the District herewith deposits with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt of, \$_____ in immediately available funds representing \$_____ of proceeds of the Series 2016 Bond and \$_____ of funds on deposit in certain funds and accounts

established under the Resolution allocable to the Refunded Bonds (the “Refunded Bonds Escrow Total Cash”).

(b) The Escrow Agent is hereby directed by the District to apply \$_____ of the Refunded Bonds Escrow Total Cash to the purchase of the Refunded Bonds Escrow Securities set forth in Schedule A annexed hereto and to hold \$_____ of the Refunded Bonds Escrow Total Cash uninvested. The Refunded Bonds Escrow Securities described in Schedule A, together with any substitute or other Escrow Securities hereafter held in the Escrow Fund in accordance with this Agreement, are hereinafter collectively referred to as the “2007 Escrow Securities.”

(c) The Verification Report indicates that the Refunded Bonds Escrow Securities described in Schedule A will mature and produce investment income and earnings at such times and in such amounts so as to provide moneys which, together with the initial cash deposit held uninvested, will be sufficient to pay the interest due on the Refunded Bonds through and including the Refunded Bonds Redemption Date, and to pay all of the principal and Amortization Requirements coming due on the Refunded Bonds on the Refunded Bonds Redemption Date, respectively, in accordance with the schedule set forth in Schedule A attached hereto and, accordingly, the Refunded Bonds shall be deemed refunded and defeased and no longer entitled to the covenants, agreements, obligations and liens of the District under the Resolution. The Escrow Agent makes no representations regarding the adequacy of any deposit under this Agreement, and, provided the Escrow Agent has complied with its obligations hereunder it shall not be liable for any deficiencies in any deposit under this Agreement, and shall not be required to make disbursements from the Refunded Bonds Escrow Fund or from its own funds with respect to the Refunded Bonds except from cash and 2007 Escrow Securities deposited therein by the District.

(d) In the event any of the Refunded Bonds Escrow Securities set forth in Schedule A are not available for delivery simultaneously herewith, the Escrow Agent may, with the approval of Bond Counsel to the District, and at the written direction of the District, substitute other Escrow Securities and shall credit such other Escrow Securities to the Escrow Fund and hold such obligations in accordance with written directions of the District until the aforementioned Refunded Bonds Escrow Securities have been delivered.

SECTION 4. ESCROW FUND CONSTITUTES IRREVOCABLE TRUST FUND.

(a) The Escrow Agent shall apply the 2007 Escrow Securities, together with all income or earnings thereon, and any other uninvested cash, on deposit in the Escrow Fund in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any cash held hereunder or to sell, transfer, substitute or otherwise dispose of the 2007 Escrow Securities held hereunder, except as provided in this Agreement.

(b) The Escrow Fund created hereby shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on and security interest in all cash and 2007 Escrow Securities

deposited in the Escrow Fund pursuant to Section 3 until used and applied in accordance herewith. The District shall take or cause to be taken all action necessary to preserve the aforesaid security so long as any of the Refunded Bonds remain unpaid.

SECTION 5. SUBSTITUTION OF CERTAIN ESCROW SECURITIES; REINVESTMENT OF CERTAIN MONEYS.

(a) At the written direction of an authorized officer of the District designated in writing by the District Manager (the “Authorized Officer”) and upon compliance with clause (d) hereof, the Escrow Agent shall sell, transfer, exchange or otherwise dispose of or request the redemption of all or a portion of 2007 Escrow Securities then held in the Escrow Fund and exchange or apply the proceeds of such disposition, together with any uninvested cash, to acquire substitute Escrow Securities designated by the District.

(b) At the written request of the Authorized Officer and upon compliance with clause (d) hereof, the Escrow Agent shall sell, transfer, exchange or otherwise dispose of or request the redemption of all or a portion of the 2007 Escrow Securities then in the Escrow Fund and exchange or apply the proceeds of such disposition, together with any uninvested cash, to enable the District to purchase and cancel Refunded Bonds that have not matured and with respect to which no redemption notice has been mailed and, thereafter, apply any remaining 2007 Escrow Securities and uninvested cash to the purchase of such substituted Escrow Securities. In the event of the foregoing Schedule A shall be revised by the District to reflect the amounts remaining to become payable as principal and interest on the Refunded Bonds.

(c) At the written direction of the Authorized Officer, and upon compliance with clause (d) hereof, the Escrow Agent may invest in Escrow Securities, from time to time, any uninvested cash in the Escrow Fund not immediately needed to make payments of principal and interest on the Refunded Bonds as specified in Schedule A. Subject to compliance with clause (d) hereof, any interest income resulting from investment of monies pursuant to this clause (c) shall be transferred and applied pursuant to Section 10 hereof.

(d) Any of the foregoing transactions may be effected only if: (i) in the opinion of counsel with expertise in the field of tax-exempt finance such transactions will not, under the statutes, rules and regulations then in force and applicable: (A) cause the interest on the Refunded Bonds not to be excluded from gross income for federal income tax purposes; or (B) cause the Refunded Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “Code”); or (C) violate any provisions of Florida law or of any documents, instruments or resolutions of the District relating to the Refunded Bonds; and (ii) (1) if the transactions impact the Escrow Fund, a nationally recognized firm of independent certified public accountants shall certify to the District and Escrow Agent that the cash and principal amount of 2007 Escrow Securities remaining on hand in the Escrow Fund after the transactions are completed, together with the interest due thereon, will be sufficient to pay when due the Refunded Bonds, whether at maturity or upon the redemption thereof, all of the principal of and interest on the Refunded Bonds. The District shall pay the costs of providing such opinions and

certifications together with all fees and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such foregoing transactions.

(e) Subject to compliance with clause (d) hereof any monies resulting from the sale, transfer, exchange, disposition or redemption of 2007 Escrow Securities held hereunder and the substitution therefor of other Escrow Securities not necessary for the payment of the principal of and interest on the, Refunded Bonds shall be transferred and applied pursuant to Section 10 hereof.

(f) The Escrow Agent covenants to take no action in the investment, reinvestment or security of the Escrow Fund in violation of this Agreement; provided, however, the Escrow Agent shall be under no duty to inquire whether the 2007 Escrow Securities as deposited in the Escrow Fund are properly invested under the Code, and provided further that the Escrow Agent may rely without liability in good faith on all specific directions in this Agreement or otherwise given by the District in the investment or reinvestment of the Escrow Fund.

SECTION 6. TRANSFERS FROM ESCROW FUND; DEFEASANCE AND REDEMPTION NOTICES.

The District hereby directs, and the Escrow Agent hereby agrees, to take all actions required to be taken by it under the Resolution and the Series 2007 Bonds in order to effectuate this Agreement and to pay the principal of and interest of the Refunded Bonds prior to and on the Refunded Bonds Redemption Date, as set forth in Schedule A hereto.

The Escrow Agent hereby agrees to deliver the Defeasance Notice (the "Refunded Bonds Defeasance Notice") and the Redemption Notice (the "Refunded Bonds Redemption Notice"), in each case relating to the Refunded Bonds, in the forms annexed hereto as Schedule B (collectively, the "Refunded Bonds Notice"). The Refunded Bonds Defeasance Notice shall be delivered by the Escrow Agent not later than ten Business Day after the date hereof. The Refunded Bonds Redemption Notice shall be delivered by the Escrow Agent not less than thirty days nor more than forty-five days prior to the Refunded Bonds Redemption Date. The Refunded Bonds Notice shall be (i) filed with the Trustee, as the Paying Agent for the Refunded Bonds; (ii) sent by registered or certified mail or overnight delivery service or electronic means to each Securities Depository and Information Service, not later than the second business day before the notice is mailed pursuant to clause (iii) as follows; and (iii) mailed, postage prepaid, to all owners of Refunded Bonds at their addresses as they appear on the registration books provided for in the Resolution on a day that is not more than fifteen days prior to such mailing.

SECTION 7. PAYMENT TO ESCROW AGENT; LIABILITY OF ESCROW AGENT.

(a) The District hereby appoints the Escrow Agent as escrow agent under this Agreement and, by execution of this Agreement, the Escrow Agent accepts the duties and obligations as escrow agent hereunder. The Escrow Agent further represents that it has all

the requisite power, and has taken all corporate actions necessary, to enter into and execute this Agreement.

(b) The Escrow Agent hereby acknowledges receipt of its initial fees for providing services as Escrow Agent hereunder. It is expressly understood that any expenses incurred by the Escrow Agent acting as escrow agent hereunder will be reimbursed solely by the District as provided in this Section 7, and not from the Escrow Fund.

(c) The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence, willful misconduct or failure to comply with any of its obligations hereunder. The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The Escrow Agent shall not incur any liability with respect to: (i) any action taken or omitted to be taken in good faith upon advice of its counsel or counsel to the District given with respect to any questions relating to the duties and responsibilities of the Escrow Agent hereunder; or (ii) any action taken or omitted to be taken in reliance upon any document, including any written notice or instructions provided for in this Agreement, not only in reliance as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained herein, which the Escrow Agent shall in good faith believe to be genuine; provided that such document has been signed or presented by the purported proper person or persons and conforms with the provisions of this Agreement.

(d) The Escrow Agent acknowledges that it has no lien, security interest or right of set-off whatsoever upon the cash or 2007 Escrow Securities in the Escrow Fund for any such payment.

(e) The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that any person purporting to give any notice or receipt of advice or make any statements in connection with the provisions hereof has been duly authorized to do so.

(f) The Escrow Agent will send the District a report, at least semi-annually while this Agreement is in effect, that will be in the Escrow Agent's customary form, setting forth information as to investments and cash, if any, held by it in, and payments made by the Escrow Agent from, the Escrow Fund. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law.

(g) The Escrow Agent may act relative hereto in reliance upon advice of counsel with expertise in the field of tax-exempt finance in reference to any matter connected herewith.

SECTION 8. RESIGNATION, DISCHARGE, REMOVAL, MERGER OF ESCROW AGENT.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Refunded Bonds, such instruments to be filed with the District, and notice in writing given by such owners to all of the owners of the Refunded Bonds, not less than sixty (60) days before such removal is to take effect as stated in such instrument or instruments. A copy of any instrument filed with the District under the provisions of this paragraph shall be delivered by first-class, postage prepaid mail by the District to the Escrow Agent.

The Escrow Agent may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent relating to the Escrow Fund by any court of competent jurisdiction upon the application of the owners of not less than five percent (5%) in aggregate principal amount of the Refunded Bonds.

(b) The Escrow Agent may be removed at any time with or without cause upon written notice by the District to the Escrow Agent delivered not less than sixty (60) days before such removal is to take effect.

(c) The Escrow Agent may resign and be discharged of its duties hereunder provided that the Escrow Agent has given at least sixty (60) days' written notice to the District of such resignation, specifying the date when such resignation will take effect, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed in accordance with clause (d) below and the requirements of clause (e) below have been met, in which event such resignation shall take effect immediately.

(d) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, or taken under the control of a receiver, or for any other reason, the position of Escrow Agent shall become vacant, the District shall immediately appoint an Escrow Agent to fill such vacancy. No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state thereof and shall have, at the time of appointment, capital and surplus of not less than \$75 million.

(e) Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the District an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor. Such predecessor Escrow Agent nevertheless, on the written request of the District, shall execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder. Furthermore, every predecessor

Escrow Agent shall deliver all escrowed documents, cash, and 2007 Escrow Securities held by it to the successor Escrow Agent; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the District be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the District. The Escrow Agent shall not be responsible or obligated to act pursuant to this Agreement after the effective date of its removal as Escrow Agent hereunder.

(f) Any corporation into which the Escrow Agent, or any successor to it in the trust created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which Escrow Agent or any successor to it shall be a party shall, if approved in writing by the District (which approval shall not be unreasonably withheld), be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(g) Except as otherwise expressly provided herein, this Agreement shall terminate when all of the payments from the Escrow Fund shall have been paid by the Escrow Agent as provided herein. The Escrow Agent shall thereupon be released and discharged with respect hereto.

SECTION 9. INDEMNIFICATION. The District hereby agrees, to the extent permitted by law, to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity brought by third parties arising out of its services as Escrow Agent under this Agreement, or any other expenses, fees or charges of any character or nature which it may incur or with which it may be threatened by reason of such third party threats or proceedings, except in the case of Escrow Agent's own misconduct or negligence; and in connection therewith to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the costs of defending any action, suit or proceeding or resisting any claim, including appellate proceedings.

The Escrow Agent shall not be required to institute or defend any action or legal process involving any matter referred to herein which in any manner affects it or its duties or liabilities hereunder unless or until requested to do so by the District and then only upon receiving full indemnity in an amount and of such character as it shall reasonably require, against any and all claims, liabilities, judgments, attorneys' fees and any other expenses of every kind in relation thereto, including appellate proceedings. The indemnification described in this Section shall survive the termination of this Agreement.

SECTION 10. TRANSFER OF FUNDS AFTER ALL PAYMENTS REQUIRED BY THIS AGREEMENT ARE PROVIDED FOR OR MADE.

Whenever the Escrow Agent shall have cash and 2007 Escrow Securities in the Escrow Fund which will provide sums in excess of those necessary to pay, upon the maturity or redemption

thereof, all principal of and interest on the Refunded Bonds and shall retain in the Escrow Fund such amount of cash and 2007 Escrow Securities as may be necessary for such payment or all principal of and interest on all the Refunded Bonds have been paid, all excess cash and 2007 Escrow Securities in the Escrow Fund shall, upon the written request of the District, be transferred by the Escrow Agent as directed by the District to the Trustee for deposit to either the Interest Account or Principal Account established under the Resolution, if such amount can be expended full on the next interest and/or principal payment date with respect to the 2016 Bond or else ratably to the Interest Account and Principal Account based on the amount of the interest and Amortization Requirements next coming due on the Series 2016 Bond, in all cases, to be applied as provided in the Resolution. The Escrow Agent shall not invest or reinvest any of the cash or 2007 Escrow Securities to be so transferred.

SECTION 11. AMENDMENTS. This Agreement is made for the benefit of the District and the holders from time to time of the, Refunded Bonds and it shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without: (a) the written consent of the holders of one hundred percent (100%) in principal amount of the Refunded Bonds at the time such proposed change is made; (b) the written consent of the Escrow Agent; and (c) the written opinion of counsel with expertise in the field of tax-exempt finance that such action will not materially adversely affect the rights of the holders of the Refunded Bonds; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (i) to cure any ambiguity or formal defect or omission in this Agreement; or
- (ii) to grant to or confer upon the Escrow Agent for the benefit of such holders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent; or
- (iii) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of bond counsel with expertise in the field of tax-exempt finance with respect to compliance with this Section 11, including the extent, if any, to which any change, modification, addition or elimination affects the rights of such holders or that any instrument executed hereunder complies with the conditions or provisions of this Section 11. The District shall pay the costs of providing such opinion.

SECTION 12. MISCELLANEOUS.

- (a) All notices, demands or other communications given hereunder shall be in writing and shall only be deemed duly given upon mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the District: Coral Springs Improvement District
c/o District Manager
Severn Trent – North America
210 N. University Dr. Suite 702 Coral Springs, FL
33071

If to the Escrow Agent: U.S. Bank National Association
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Services

(b) This Agreement may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

(c) If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way effect the validity of the remaining provisions of this Agreement.

(d) All the covenants, promises and agreements in this Agreement contained by or on behalf of the District or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns.

(e) This Agreement shall be governed by the applicable laws of the State and exclusive venue shall be in Broward County, Florida.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and transferees, as the case may be. The Escrow Agent shall not be charged with notice or knowledge of any ancillary document, fact or information not specifically set forth herein. The Escrow Agent shall undertake to perform only such duties as are expressly set forth herein and no additional or implied duties or obligations shall be read into the Escrow Agreement against the Escrow Agent.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and, in the case of the District, its corporate seal to be hereunto affixed and attested, in each case, as of the date first above written.

[Signatures on Next Page]

CORAL SPRINGS IMPROVEMENT DISTRICT

[SEAL]

By: _____
President

ATTEST:

By: _____
Secretary

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent

By: _____

Title: _____

SCHEDULE A

PAYMENTS DUE ON REFUNDED BONDS

Period Ending	Interest	Principal Redeemed	Total
<hr/>			
<hr/>			

REFUNDED BONDS ESCROW SECURITIES

[To Follow]

SCHEDULE B

**FORMS OF DEFEASANCE AND REDEMPTION NOTICES FOR
REFUNDED BONDS**

NOTICE OF DEFEASANCE

CORAL SPRINGS IMPROVEMENT DISTRICT

\$43,255,000 (original principal amount)
Water and Sewer Revenue Bonds, Series 2007

Dated Date:
September 1, 2007

Date of Original Issue:
September 18, 2007

<u>Bonds Maturing June 1,</u>	<u>Original Principal Amount</u>	<u>Initial CUSIP Number</u>
2017	\$1,215,000	218049AC8
2022	\$6,905,000	218049AD6
2027	\$8,570,000	218049AE
2032	\$10,735,000	218049AF1
2034	\$5,040,000	218049AG9
2037	\$8,495,000	218049AH7

NOTICE IS HEREBY GIVEN that for the payment of all unpaid principal and interest on the above-referenced obligations (the “Refunded Bonds”) there has been deposited in escrow with U.S. Bank National Association, as escrow agent, refunding bond proceeds and other legally available funds of Coral Springs Improvement District (the “District”), a portion of which have been invested in obligations consisting of securities which are direct obligations of the United States of America.

The scheduled payments to be received from such securities, together with the interest income therefrom and other uninvested funds held in escrow, have been calculated to be adequate to pay the unpaid principal, amortization requirements and interest on the Refunded Bonds as they become due, including by maturity or earlier redemption on June 1, 2017.

The Refunded Bonds are deemed to have been paid within the meaning of the resolution of the District under which the Refunded Bonds were authorized and issued.

This is not a notice of redemption and the Refunded Bonds should not be tendered for payment at this time.

**CUSIP numbers are included solely for the convenience of owners of the Refunded Bonds. Neither the District nor U.S. Bank National Association, as the Trustee and Escrow Agent for the Refunded Bonds shall have any responsibility with respect to the selection or use of any CUSIP number, nor is any representation made as to the correctness or accuracy of any CUSIP Number, either as printed on the Refunded Bonds or as contained in this Notice of Defeasance.*

Dated as of this ____ day of ____, 2016.

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

NOTICE OF REDEMPTION

CORAL SPRINGS IMPROVEMENT DISTRICT

\$43,255,000 (original principal amount)
Water and Sewer Revenue Bonds, Series 2007

Dated Date:
September 1, 2007

Date of Original Issue:
September 18, 2007

<u>Bonds Maturing June 1,</u>	<u>Original Principal Amount</u>	<u>Initial CUSIP Number</u>
2022	\$6,905,000	218049AD6
2027	\$8,570,000	218049AE
2032	\$10,735,000	218049AF1
2034	\$5,040,000	218049AG9
2037	\$8,495,000	218049AH7

NOTICE IS HEREBY GIVEN with respect to the above-referenced bonds (the “Refunded Bonds”) issued by the Coral Springs Improvement District that pursuant to the provisions of the resolution of the District under which the Refunded Bonds were authorized and issued (the “Resolution”) that the Refunded Bonds maturing after June 1, 2017 have been irrevocably called for redemption on June 1, 2017 (the “Redemption Date”) at a redemption price equal to 100% of the principal amount of the Refunded Bonds to be redeemed, plus accrued interest to the Redemption Date, without premium (the “Redemption Price”).

Interest on the Refunded Bonds hereby called for redemption will cease to accrue on and after the Redemption Date.

Refunded Bonds held in book-entry form need not be presented. To receive payment of the redemption price for the Refunded Bonds, you must present your certificate(s) to us on or prior to the Redemption Date. The certification should be delivered to the following addressee:

US Bank
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN55107

Important: The provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”) require Owners to submit their Taxpayer Identification Number, (either their social security or employer identification number, as appropriate) which each Refunded Bond presented for payment (whether by purchase or redemption). Failure to comply will subject the payment of the principal portion to the withholding of twenty-eight percent (28%) of such principal portion. To avoid being subject to such withholding, Owners should submit an IRS Form W-9 at the time the Refunded Bonds are presented for payment. Form W-9 is available from your local bank or broker.

**CUSIP numbers are included solely for the convenience of owners of the Refunded Bonds. Neither the District nor U.S. Bank National Association, as the Trustee and Escrow Agent for the Refunded Bonds shall have any responsibility with respect to the selection or use of any CUSIP number, nor is any representation made as to the correctness or accuracy of any CUSIP Number, either as printed on the Refunded Bonds or as contained in this Notice of Redemption.*

Dated as of this ____ day of ____, 2017.

U.S. Bank National Association, as Escrow
Agent

Fifth Order of Business

Sandra DeMarco,

I would like to request permission to put up a 6' tall shadowbox fence along the side of my property at 1273 Spring Circle Drive in Coral Springs. In addition I would like to extend the fence towards the canal at the back of the house while insuring the fence stays a minimum of 20' away from the water's edge. The primary reason for wanting to extend the fence to the canal is that there is a school across the street and children frequently cut across the yard and thru the Spring Circle community as a shortcut.

The fence will largely reside on Spring Circle HOA property such that it aligns with an adjacent neighbor's fence. I have included written approval from the HOA to install the fence on their property. I have also included pictures from the fence installer that show where we intend to place the fence.

Please let me know if I need to provide any further information for your consideration.

Regards,

Scott Potter

email: scott.g.potter@gmail.com

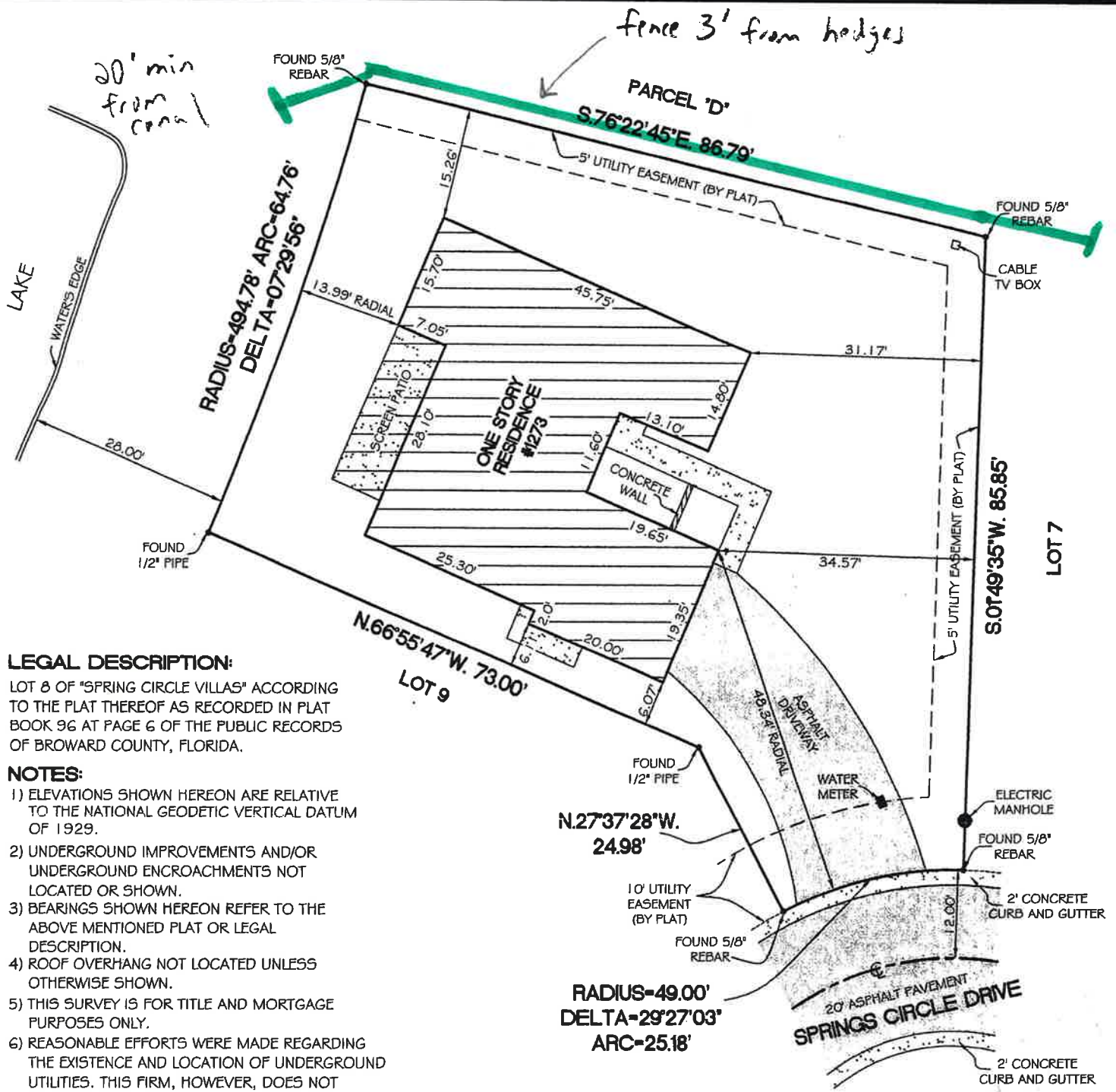
cell: 954-605-7187

BOUNDARY SURVEY
BY

KERI LAND SURVEYING, INC.

2405 N.W. 81ST AVENUE
SUNRISE, FLORIDA, 33322
PHONE (954) 578-3386 FAX (954) 578-3387

CERTIFICATE OF AUTHORIZATION #LB7086 E-MAIL: KERILANDSURVEYING@YAHOO.COM



LEGAL DESCRIPTION:

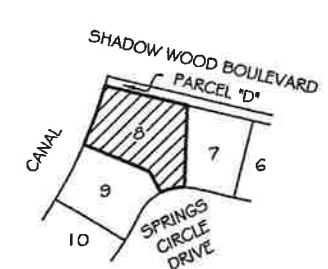
LOT 8 OF "SPRING CIRCLE VILLAS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96 AT PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

NOTES:

- 1) ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- 2) UNDERGROUND IMPROVEMENTS AND/OR UNDERGROUND ENCROACHMENTS NOT LOCATED OR SHOWN.
- 3) BEARINGS SHOWN HEREON REFER TO THE ABOVE MENTIONED PLAT OR LEGAL DESCRIPTION.
- 4) ROOF OVERHANG NOT LOCATED UNLESS OTHERWISE SHOWN.
- 5) THIS SURVEY IS FOR TITLE AND MORTGAGE PURPOSES ONLY.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION, CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BOTH MEASURED ON THE GROUND AND RECORD (AS PER PLAT) UNLESS OTHERWISE SHOWN.
- 8) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO:
DENNIS G. ANSON
SPRINGS TITLE INSURANCE, INC.
COMMONWEALTH LAND TITLE INSURANCE COMPANY
BANK OF AMERICA

NOTICE:

LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD. THEREFORE, ONLY THOSE RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THE REFERENCED PLAT ARE SHOWN.



CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
"NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER."

Jay Kerl
JAY KERI
PROFESSIONAL SURVEYOR AND MAPPER NO. 5721
STATE OF FLORIDA
08-06-02
SIGNATURE DATE

FLOOD INFORMATION

FLOOD ZONE: AH	BASE FLOOD ELEV.: 12.0 FEET
COMMUNITY PANEL #120033 0115 F	
BUILDING DIAGRAM NO. 1	MAP DATE: 8-18-92
LOWEST FLOOR ELEVATION: 12.0 FEET	
GARAGE ELEV.: 11.1 FEET	SITE ELEV.: 10.8 FEET

CLIENT: ANSON

PROJECT NO.: 02086
SURVEY DATE: AUGUST 5, 2002
1273 SPRINGS CIRCLE DRIVE
CORAL SPRINGS, FL 33071
SCALE: 1"=20'
FILE: SPRINGS TITLE INSURANCE, INC.

AGREEMENT

Spring Circle Villas Homeowners' Association, Inc., known as "ASSOCIATION", agrees to enter into this contract with **Scott & Theresa Potter of 1273 Spring Circle Drive**, known as "HOMEOWNER" on June 7th, 2016.

This agreement is based on the following provisions:

1. HOMEOWNER wishes to build a wood shadowbox fence along the outside perimeter of the HOMEOWNER'S property, adjacent to the perimeter hedges of the ASSOCIATION.
2. Certain portions of this fence may be built on ASSOCIATION property.
3. Both parties agree that it is in the best interest of the community and homeowners to allow the fence to be built adjacent to the hedges, even if that means the fence extends onto property of the ASSOCIATION.

Furthermore, the ASSOCIATION agrees:

That it will allow the fence to be built on ASSOCIATION property, so long as it does not negatively impact the ASSOCIATION, monetarily or legally.


and the HOMEOWNER agrees:

The cost of the fence installation, future maintenance, and (if necessary) removal will be the responsibility of the HOMEOWNER. The fence will be maintained and repaired as needed by the HOMEOWNER, even the portions on ASSOCIATION property. The HOMEOWNER agrees that they will be responsible for any fines or violations that are assessed by the City of Coral Springs or any other governmental agency regarding the portions of the fence that the HOMEOWNER installs. If the HOMEOWNER does not correct the violation, the ASSOCIATION may make the necessary repairs, modifications, or removal of the fence at the HOMEOWNERS expense.

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

This agreement is subject to the laws and regulations of the State of Florida.

Signed:



Date: 6/8/2016

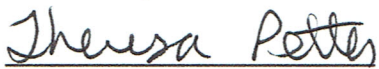
Glenn Matonak, on behalf of Spring Circle Villas Homeowners' Association, Inc.



6/8/16

Scott Potter, HOMEOWNER

Date



6/8/16

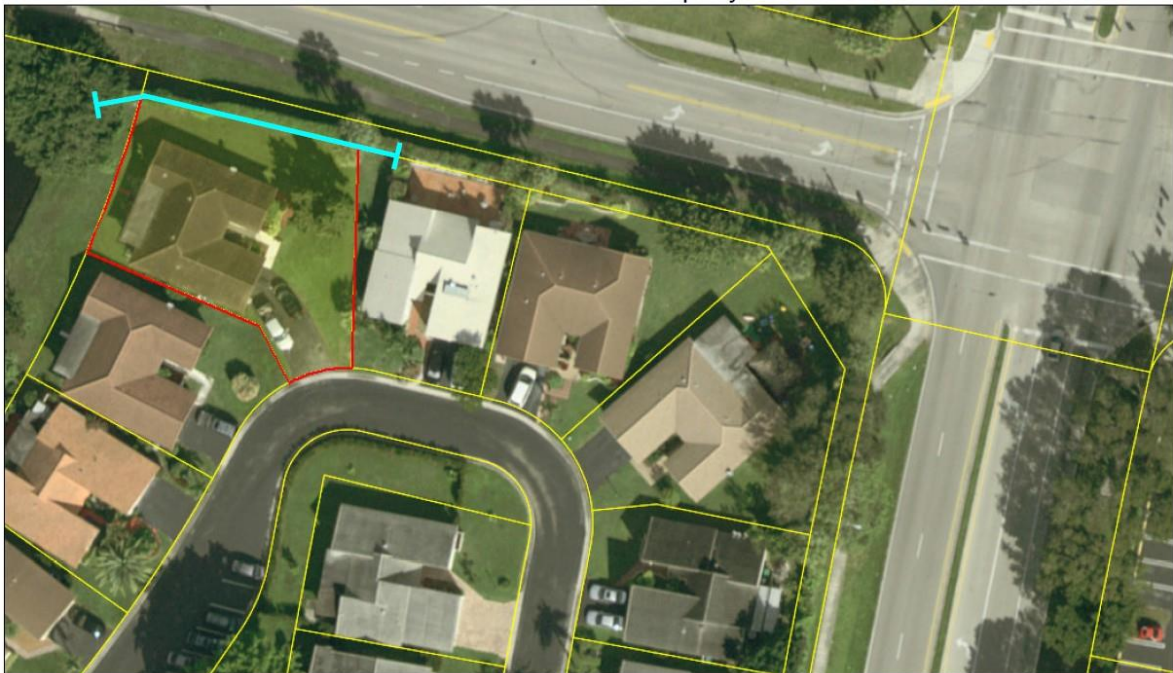
Theresa Potter, HOMEOWNER

Date



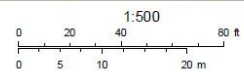


1273 Scott & Theresa Potter - Property Id: 484127090080



June 7, 2016

APPROVED
By Glenn Matonak at 9:58 pm, Jun 07, 2016



Surface Master Corp.

13485 NW 5th Court
 Plantation, FL 33325
 954-593-9937

Estimate

Date	Estimate #
6/8/2016	186

Name / Address
Scott Potter 1273 Spring Circle Drive Coral Springs, FL 33071

			Project
Description	Qty	Rate	Total
Wood Shadowbox Fence			
Custom Build 123' Of New Wood Shadowbox Fence			
Materials Pressure Treated Yellow Pine		1,190.00	1,190.00
Labor Wood Pickets Nailed On		1,762.00	1,762.00
Permit Provided By Homeowner			
Upgrade To All Coated Deck Screws Add \$492			
Upgrade To #1 Grade Lumber Add \$492			
Customer Responsible For Providing Electrical And Water Service			
40% Deposit To Start, 40% After Post Installation, Balance Upon Completion.		Total	\$2,952.00

Seventh Order of Business

7A.

WORK AUTHORIZATION

CSID WA No. 116

Globaltech No. 165106

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

The OWNER desires design-build services related to The Construction Improvements for the Restoration of Canal Banks at Site No. 9, hereinafter referred to as the "Specific Project".

Site 9 – Three (3) properties located on NW 84th Way (211, 217, and 233)

Section 1 – Terms

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

Section 2 – Scope of Work

The FIRM has recently completed WA-112 – Site 9 Canal Assessment and Stabilization Design. Under this Work Authorization, FIRM gathered physical data from the three properties that comprise Site 9 and prepared a design to stabilize the canal embankment. A 60-percent design was prepared for the three (3) additional properties date June 13, 2015. The design consisted of shoring and

reclaiming the existing Canal L-103 near the intersection with Ramblewood Drive using limestone aggregate. This Work Authorization will provide the following services in accordance with Sections 1 and 2 of the AGREEMENT to implement the improvement at Site 1A:

Task 1 – Engineering Services

This task includes project management and engineering services required to complete the project.

Engineering and Project Management

1. Prepare construction schedule.
2. Conduct Kick-Off meeting with the OWNER to review the project approach and schedule.
3. Coordinate with the OWNER and adjacent, impacted property owners as to the extent of work and duration.
4. Collect pre-construction video and photographs of the construction areas and the adjacent properties.
5. Coordinate work with the City of Coral Springs. This task will include development of Maintenance of Traffic Plan and easement access along Ramblewood Drive.
6. Conduct weekly meetings with OWNER to provide updates on project progress.
7. Attend monthly Board Meetings to provide project updates.
8. Assess technical submittals for materials and methods provided by Contractor. Review submittals with OWNER and make recommendations for modifications and/or revisions.
9. Oversee construction activities enforcing the conditions of the design.
10. Review elevations and limits of construction establishing the finished base, grade and top of slope.
11. Answer Subcontractor's requests for information regarding the civil plans and specifications. Because the design was only taken to the 60-

percent complete level, it may be necessary to develop additional design details or to address differing field conditions.

12. Conduct progress meetings with Subcontractor and Owner. Review project progress against master schedule and review record information collected and deviations from project design.
13. Conduct Substantial Completion inspection and meetings at the completion at the three properties. Develop punch-list items in association with OWNER for Subcontractor to address prior to Final Completion at each site.
14. Conduct Final Completion inspection meeting and site walk through with OWNER and Subcontractor at each of the three properties.
15. Collect post-construction photographs and video of each of the sites following Final Completion inspection.
16. Review and comment / approve Subcontractor's pay request prior to submittal OWNER.
17. Review the as-built survey prepared by Subcontractor and provide comments and/or recommended corrections. This will assure the Engineering of Record that all aspects of the project were constructed in substantial conformance to the Plans and Specifications. Once the final as-built survey has been submitted, Engineer will prepare record drawings for OWNER's documentation.
18. Following final submission of the record drawings, the Engineer of Record will issue a Construction Certification Letter stating that the project was completed in substantial accordance with the plans.

Task 2 – Construction Services

Construction Services will include all work necessary to implement Canal Bank Stabilization (Site 9) Design prepared by Globaltech & ADA Engineering, June 13, 2016. Specific activities will include the following:

1. Establish construction base line survey for the implementation of specific improvements at each of the three properties sites.
2. Locate existing utilities within easement right-of-way.
3. Collect pre-construction walk-through and photographic documentation.
4. Test run and document status of homeowner's irrigation systems.
5. Mobilize equipment and materials necessary to perform work.
6. Implement MOT for Ramblewood Drive.
7. Establish staging area along Ramblewood Drive and Canal L-103 intersection. Construct temporary ramp to access canal.
8. Remove and dispose of landscaping encroaching into canal right-of-way and construction zone.
9. Install silt barriers within the canal to limit construction runoff into the canals at both ends of construction activities.
10. Remove homeowner's irrigation intake piping. Lock out irrigation system pumps.
11. Mobilize barges and construction equipment into canal.
12. Establish design grade of canal banks as per design by removing organic materials along canal bank. Verify grades and elevations using field GPS survey equipment. Dispose of organic material at an off-site location.
13. Place rip-rap stone per design. During the placement of rip-rap stone, divers will be in the canal to insure proper placement.
14. Install and anchor geotextile per design.
15. Place top soil per design.
16. Extend private irrigation lines into the canal and finish per design.
17. Extend 36-inch drainage culvert beyond canal bank as per design.
18. Install sod St. Augustine sod to match existing.
19. Collect final elevations using a licensed land surveyor. Final elevations will be compared to design drawings.

20. Install new chain-link fence parallel to canal at 217 and 233 NW 84th Way. FIRM will be responsible for obtaining permits from City of Coral Springs.
21. Clean and restore construction site prior to Substantial Completion Inspection.
22. De-mobilize and remove all equipment from Site 9 and Owner's facilities.

Additional Construction Activities:

1. Site 9 – prepare staging area at east end of Canal L-103 at the intersection of Ramblewood Drive. Geotextile fabric will be used to segregate rock from sod. Following completion of work, remove rock pad, restore grade and re-sod to match original conditions.
2. A flag person will be on site during working hours to direct traffic near and around construction vehicles during equipment and material deliveries.
3. Roadway will be kept clean of construction materials.
4. Following completion of construction, the roadway will be cleaned and the staging area restored to original condition.

Assumptions

Assumptions for the project are as follows:

- An allowance of \$20,000 is included with this project. Allowance is only to be accessed with OWNER's written approval. Unused portion of allowance to be credited back to OWNER. Allowance is in place for use at the OWNER's discretion for additional work or for unforeseen conditions.
- A permitting allowance of \$400 has been provided to obtain fence permits for new chain link fences. FIRM is authorized to spend up to allowance total without additional authorization from OWNER.

- Working hours will be Monday through Friday from approximately 8:00 AM until 6:00 PM.
- Work at Site 9 will begin no earlier than June 21, 2016 and be complete no later than July 22, 2016. Project closeout will occur by August 26, 2016.
- Subcontractor's price includes up to 650 tons of rip-rap bedding material. In the event that a quantity less than this amount is used, OWNER will be reimbursed at the rate of \$39.44 / ton for unused material.
- Subcontractor to provide sanitary facilities at job site in the vicinity of the staging area.
- Permits will not be required for work performed within the CSID right-of-way. Vegetation removal permits will not be required.
- Disturbed irrigation systems will be returned to their existing conditions. Property Owner will be requested to demonstrate system operation prior to construction disturbance.
- Structural repair to adjacent facilities not due to canal bank stabilization activities is beyond the scope of this project. No decks, docks or other structures will be disturbed or replaced under this work authorization.
- A 5-week construction duration, including mobilization and demobilization is assumed.

Section 3 – Location

The services to be performed by the FIRM shall be on the following site or sites:

Site 9 – 211, 217 and 233 NW 84th Way

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Pre and post-construction video and still pictures of adjacent properties
- Submittals for materials to be used in the restoration process (rock geotextile fabric, No. 2 DOT coarse aggregate (rip-rap), and sod), have been reviewed during the execution of CSID WA-112. These will be

reviewed to insure materials used during this phase match original submittals.

- Construction Improvements
- Lien releases from all subcontractors
- Record Drawings of Improvements
- Construction Certification

Section 5 – Time of Performance

Project will commence after execution of this Work Authorization and a Notice to Proceed is issued by OWNER. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Completion
Notice to Proceed (NTP)	0 Days – 6/20/16
Coordination & Procurement	7 days – 6/21/16
Site 9 Restoration	24 days – 7/15/16
Demobilization	7 days – 7/22/16
Project Closeout	35 days – 8/26/31
Final Completion	By 8/31/2016

Section 6 – Method and Amount of Compensation

1. The FIRM shall be paid by the OWNER in accordance with the Florida’s Prompt Payment Act Florida Statute 218.70-79 and in accordance with the payment method as set forth in Section 6 of the AGREEMENT. The calculations shall begin using the date the invoice was received.
2. Total job price: **\$388,066.00**. Price includes bonding and a construction allowance of \$20,000.00.
3. On the terms contained in the FIRM’s said proposal for the doing of said work and the said award therefore, and the specifications herein specifically referred to and made a part of this contract.

4. The cost for the above scope of services is a lump sum (LS). The LS is based on the materials, methods, and assumptions presented in the scope of services and may be adjusted based on final detail design and alternative selections or omissions. The LS shall not be greater than the stated amount unless there is an approved increase in the scope of services.
5. A Budget Summary for the above LS is provided in Attachment A.

Section 7 – Application for Progress Payment

1. Unless otherwise prescribed by law, at the end of each month, the FIRM shall submit to the OWNER for review, an Application for Progress Payment filled out and signed by the FIRM covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the AGREEMENT.
2. The Application for Progress Payment shall identify the amount of the FIRM Total Earnings to Date based upon value of original contract Work performed to date as approved by fully executed Change Orders.
3. Payment shall be based upon percentage of work completed based upon the approved schedule of values. Retainage in the amount of 10% will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At FIRM's request, after 50% completion of the work has been achieved, the OWNER will implement a reduction in retainage to 5% of all future pay requests. If retainage is reduced, FIRM may not withhold more than 5% retainage from subcontractors or suppliers and will be required to certify compliance with F.S. 218.70 *et seq* on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of OWNER's good faith claims plus the value of the work the OWNER determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall

- be that point in time when OWNER determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% completed before the OWNER has paid 50% of the Contract amount and 50% of the Contract time has expired. The amount of previous Pay Estimate payments shall then be subtracted to equal the Balance Due during the Pay Estimate period.
4. When the OWNER determines the Work to be Substantially Complete, the OWNER may reduce the retainage to five percent (5%) of the dollar value of all Work satisfactorily completed to date, provided that the FIRM is making satisfactory progress toward Final Completion of the Work, that in the opinion of both the Engineer and the OWNER there is no specific cause for a greater retainage, and the FIRM obtains the written consent of the Surety Companies furnishing the required Public Construction Bond on consent forms provided by the OWNER. The OWNER may reinstate the retainage up to ten percent (10%) if the OWNER determines, at its discretion or the Engineer's discretion, that the FIRM is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.
 5. Partial payment may be made for the delivered cost of stored materials planned for incorporation into the Work, provided such materials meet the requirements of this Contract, the Contract Drawings, and the Specifications, and are delivered and suitably stored at the project site, or at another location acceptable to the OWNER. Such material must be stored in a secure manor acceptable to the OWNER, and in accordance with the manufacturer's recommendations.
 6. The delivered cost of such stored or stockpiled materials may be included in any subsequent application for payment provided the FIRM meets the following conditions:
 - a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, the cost of each item, and identifies this specific contract by name.

- b. The materials are fully insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
 - c. Stored materials approved for payment by the OWNER shall not be removed from the designated storage area except for incorporation into the Work.
 - d. Evidence that the FIRM has verified quantity and quality of the materials delivered (verified packing list).
7. It is further agreed between the parties that the transfer of title and the OWNER's payment for any stored or stockpiled materials pursuant to these General Conditions, and any applicable provisions of the Supplementary General Conditions, shall in no way relieve the FIRM of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, the Contract Drawings, the Technical Specifications, and any approved changes thereto.
 8. The following monthly Application for Progress Payment shall be accompanied by Bills of Sale, copies of paid invoices, releases of lien, or other documentation warranting that the FIRM has received the stored materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the stored materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which shall be satisfactory to the OWNER.
 9. The FIRM shall warrant and guarantee that title to all Work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the Work or not, will pass to the OWNER no later than the time of Final Payment free and clear of all liens or other encumbrances.

10. The Engineer shall, within ten (10) days after receipt of each Application for Progress Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the FIRM indicating in writing the Engineer's reasons for refusing to recommend payment. In the latter case, the FIRM may make the necessary corrections and resubmit the Application. Twenty (20) days after presentation of the application for progress payment to the OWNER with the Engineer's recommendation, the amount approved will (subject to the provisions of the following Paragraph) become due and when due will be paid by the OWNER to the FIRM.

In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, *et seq*, demand in writing a meeting with and review by the OWNER'S (agency) director. In the absence of the agency director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by OWNER of FIRM's written demand. The OWNER's manager, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the OWNER's final decision for the purposes of the Local Government Prompt Payment Act.

11. The OWNER may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the OWNER on account of the FIRM's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the FIRM written notice within twenty (20) business days after the date on which the invoice is stamped as received (with a copy to the Engineer) which specifies the invoice

deficiency and any action necessary to make the invoice complete and proper.

Section 8 – Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM. The FIRM shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of the FIRM. Property of any kind that may be on the premises, which are the site of the performance of this contract, during the performance of this Work Authorization, shall be at the sole risk of the FIRM.

- 8.1** The OWNER hereby designates Randy Frederick as the OWNER's representative.
- 8.2** In addition to applicable provisions of Section 2 of the AGREEMENT, the OWNER will:
 - Provide copies of existing drawings and equipment cut sheets if requested by FIRM

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

Section 9 – Insurance

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

Section 10 – Level of Service

The OWNER shall have the right to terminate said Agreement by giving the FIRM thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The OWNER will determine in its sole judgment what constitutes a satisfactory level of service.

Section 11 – Indemnification

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

IN WITNESS WHEREOF, this Work Authorization, consisting of fourteen (14) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

Signature of Witness

Signature of President

Printed name of Witness

Dr. Marty Shank
Printed Name of President

Date
Approved as to form and legality

District Counsel

ENGINEER

State of Florida
County of Palm Beach

Company

The foregoing instrument was
acknowledged before me on this

___ day of _____, 2016 by

Signature

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

Troy Lyn, P.E., Vice President
Name and Title (typed or printed)

Signature of Notary

Date

Attachment A

Budget Summary

Takeoff Worksheet
 Coral Springs Improvement District
 165106 - CSID Site 9 Canal Bank Stabilization

		Unit	Quantity	Ext. Price	
Bid Item	1	Engineering and Project Management			
		Project Management	LOT	1	\$ 6,970.00
		Community Outreach	LOT	1	\$ 1,600.00
		Progress Meetings	LOT	1	\$ 1,600.00
		Review and Approve Submittals	LOT	1	\$ 900.00
		Respond to Contractor RFI	LOT	1	\$ 800.00
		Periodic Site Inspection	LOT	1	\$ 18,100.00
		Substantial Completion Inspections	LOT	1	\$ 900.00
		Final Completion Inspections	LOT	1	\$ 950.00
		Record Drawings	LOT	1	\$ 2,800.00
		Construction Certification & Closeout	LOT	1	\$ 1,820.00
		Bid Item Total			\$ 36,440.00
Bid Item	2	Construction - Canal Bank Stabilization at Site 9			
		MOB / DEMOB	LOT		\$ 30,800.00
		Temporary Facilities	LOT		\$ 14,641.38
		Maintenance of Traffic	LOT		\$ 560.00
		Equipment Rental & Labor	LOT		\$ 204,744.37
		Survey	LOT		\$ 3,360.00
		GPS Equipment & Support	LOT		\$ 9,520.00
		Testing Services	LOT		\$ 392.00
		Bedding Material (650 Tons Rip-Rap)	LOT		\$ 28,712.32
		Rock Drains	LOT		\$ 3,920.00
		Top Soil	LOT		\$ 2,800.00
		Sod	LOT		\$ 6,160.00
		Silt Barrier	LOT		\$ 3,360.00
		Landscaping and Fence Removal & Disposal	LOT		\$ 7,280.00
		Utility Restoration	LOT		\$ 1,680.00
		Fence Restoration	LOT		\$ 4,256.00
		Reimbursable Expenses	LOT		\$ 500.00
		Bid Item Total			\$ 322,686.07
Bid Item	25	Allowance			
		Construction Allowance			\$ 20,000.00
		Fence Permit Allowance			\$ 400.00
		Bid Item Total			\$ 20,400.00
Bid Item	60	Bond			
		Bond			\$ 8,539.34
		Bid Item Total			\$ 8,539.34
		Grand Total:			\$ 388,066.00

7B.

WORK AUTHORIZATION

CSID WA No. 117

Globaltech No. 165105

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

The OWNER desires design-build services related to the CSID/Tamarac Interconnect, hereinafter referred to as the "Specific Project".

Section 1 – Terms

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

Section 2 – Scope of Work

The OWNER and the City of Tamarac (Tamarac) have an existing basic double-valve potable water interconnect located on the west side of Coral Ridge Drive, just north of the C-14 Canal. The OWNER has requested a proposal to upgrade the interconnect to the current CSID standards. The new interconnect will include two sets of flow meters/check valves located in two concrete vaults with H-20 rated hatch covers to allow for planned flow in either direction with the ability to accurately measure that flow. The interconnect will also include lockable sampling

stations upstream and downstream of the interconnect vaults with four concrete-filled bollards at each sampling station, a new fire hydrant and new isolation valves.

Task 1 – Engineering Services

This task includes project management and engineering services required to complete the project.

Engineering and Project Management

1. Attend preliminary scoping meetings with the OWNER to assist in site selection, preliminary design parameters and overall scope.
2. Conduct Kick-Off meeting with the OWNER and Tamarac to review the preliminary design parameters and overall project activity and schedule.
3. Collect pre-construction video and photographs of the construction areas and the adjacent properties.
4. Locate existing utilities within the work area.
5. Develop a site plan of the work area using a licensed surveyor.
6. Coordinate work with the OWNER and Tamarac.
7. Meet with the OWNER to review the preliminary design parameters and overall project activity and schedule.
8. Prepare preliminary design drawings and submit five (5) sets to the OWNER. Drawings will be provided in half-size (11"x17") format. Anticipated drawings include the following:
 - a. Cover/Site Location
 - b. General Mechanical/Civil Sheet
 - c. Site Plan/Piping Plan
 - d. Interconnect and Vault Details
 - e. Mechanical Details
 - f. Standard Details
9. Meet with the OWNER, to discuss the preliminary design review comments.

10. Incorporate the preliminary design review comments into a final design drawing set. Submit five (5) sets of final design half-size drawings to the OWNER.
11. Prepare and submit permits to the Broward County Health Department (BCHD), the City of Coral Springs, and potentially, the Broward County Department of Public Works (BCDPW), the South Florida Water Management District (SFWMD). Close out permits at the end of the project.
12. Prepare detailed construction schedule to include as a minimum; design, site mobilization, detailed construction activities, scheduled shut downs and durations, equipment/material delivery times, testing, and startup and commissioning.
13. Coordinate material and equipment purchase and subcontractors.
14. Review, administer, and track equipment submittals.
15. Schedule and conduct meetings, inspections, and testing with OWNER's staff.
16. Attend progress meetings and coordination meetings
17. Oversee construction activities enforcing the conditions of the design.
18. Conduct Substantial Completion inspection. Develop punch-list items in association with OWNER.
19. Conduct Final Completion inspection meeting and site walk through with OWNER.
20. Collect post-construction photographs and video following Final Completion inspection.
21. Prepare record drawings. Record drawings will include as-built elevations and coordinates of fittings, vault corners and valve locations as collected by a licensed surveyor. Record drawings will be delivered to the OWNER in AutoCAD file format, Adobe PDF, and three (3) copies of 11" X 17" half-size drawings.

Task 2 – Construction Services

This task entails constructing the new interconnect. The work, in general consists of the following:

1. Remove existing 12" water main on the north side of the Tamarac isolation valve, sufficient to install the new interconnect. This will include removing the existing CSID interconnect valve.
2. Install 12" sleeve and new 12" DIP piping/valves for interconnect. Install a 12" DIP tee and two 12" isolation valves (gate or butterfly).
3. Install two sets of interconnect vaults with two sets of strainers, turbine flow meters, check valves and isolation valves to allow sending water to either utility. The interconnect vault piping will be ductile iron. The flow meters will be reduced diameter (8") and local readout only. The vaults will be installed in the right of way on the west side of Coral Ridge Drive, north of the C-14 Canal. The H-20 vaults will be equipped with 2-piece lockable aluminum hatches with spring assisted lids. The vaults will be approximately 6' x 6' x 4.5' deep with a cored hole in the bottom to allow drainage.
4. Install water main sampling stations upstream and downstream of the interconnect. The sampling stations shall be above ground (similar to Kupferle Foundry Model No. 88S), lockable and EPA approved. Four 4" diameter concrete bollards will be placed around each sampling station.
5. Install 12" DIP and two 12" isolation valves from the north end of the interconnect vaults and tie-in to the existing 12" water main with a sleeve.
6. Install a new fire hydrant.
7. Disinfect the new interconnect. The OWNER will collect the samples and perform the bacteriological testing.
8. Install silt barriers to limit construction runoff into the canal during construction.
9. Install sod to match existing.

Assumptions

Assumptions for the project are as follows:

- An allowance of \$5,000 is included with this project. Allowance is only to be accessed with OWNER's written approval. Unused portion of allowance to be credited back to OWNER. Allowance is in place for use at the OWNER's discretion for additional work or for unforeseen conditions.
- Working hours will be Monday through Friday from approximately 8:00 AM until 5:00 PM.
- All joints, including bell-ends, will be mechanically restrained.
- No power or telemetry will be provided.
- No new easements/right of ways will be required.
- OWNER will pay the permit fees.
- The OWNER is responsible for turning off the water in the piping where the interconnect will be located. It is assumed that all the existing valves will hold back flow.
- The Broward County Department of Public Works may require a bond, which would have to remain in place for a year. The OWNER will provide this bond, if one is required. .

Section 3 – Location

The services to be performed by the FIRM shall be in the right-of-way on the west side of Coral Ridge Drive just north of the C-14 Canal.

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Pre and post-construction video and still pictures of adjacent properties
- Preliminary and final design drawings.
- Submittals for materials/equipment.
- Construction Improvements
- Record Drawings of Improvements

Section 5 – Time of Performance

Project will commence after execution of this Work Authorization and a Notice to Proceed is issued by OWNER. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Completion
Notice to Proceed (NTP)	0 Days
Preliminary Design	60 Days after NTP
Final Design	90 Days after NTP
Permitting	120 Days after NTP
Construction of Improvements	210 Days after NTP

Section 6 – Method and Amount of Compensation

1. The FIRM shall be paid by the OWNER in accordance with the Florida's Prompt Payment Act Florida Statute 218.70-79 and in accordance with the payment method as set forth in Section 6 of the AGREEMENT. The calculations shall begin using the date the invoice was received.
2. Total job price: **\$199,070.00**. Price includes an allowance of \$5,000.00.
3. On the terms contained in the FIRM's said proposal for the doing of said work and the said award therefore, and the specifications herein specifically referred to and made a part of this contract.
4. The cost for the above scope of services is a lump sum (LS). The LS is based on the materials, methods, and assumptions presented in the scope of services and may be adjusted based on final detail design and alternative selections or omissions. The LS shall not be greater than the stated amount unless there is an approved increase in the scope of services.
5. A Budget Summary for the above LS is provided in Attachment A.

Section 7 – Application for Progress Payment

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

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

2. The Application for Progress Payment shall identify the amount of the FIRM Total Earnings to Date based upon value of original contract Work performed to date as approved by fully executed Change Orders.
3. Payment shall be based upon percentage of work completed based upon the approved schedule of values. Retainage in the amount of 10% will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At FIRM's request, after 50% completion of the work has been achieved, the OWNER will implement a reduction in retainage to 5% of all future pay requests. If retainage is reduced, FIRM may not withhold more than 5% retainage from subcontractors or suppliers and will be required to certify compliance with F.S. 218.70 *et seq* on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of OWNER's good faith claims plus the value of the work the OWNER determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when OWNER determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% completed before the OWNER has paid 50% of the Contract amount and 50% of the Contract time has expired. The amount of previous Pay Estimate payments shall then be subtracted to equal the Balance Due during the Pay Estimate period.
4. When the OWNER reduces the retainage to five percent (5%), FIRM must obtain the written consent of the Surety Companies furnishing the required Public Construction Bond on consent forms provided by the OWNER. The OWNER may reinstate the retainage up to ten percent (10%) if the OWNER determines, at its discretion, that the FIRM is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.

5. Partial payment may be made for the delivered cost of stored materials planned for incorporation into the Work, provided such materials meet the requirements of this Contract, the Contract Drawings, and the Specifications, and are delivered and suitably stored at the project site, or at another location acceptable to the OWNER. Such material must be stored in a secure manor acceptable to the OWNER, and in accordance with the manufacturer's recommendations.
6. The delivered cost of such stored or stockpiled materials may be included in any subsequent application for payment provided the FIRM meets the following conditions:
 - a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, the cost of each item, and identifies this specific contract by name.
 - b. The materials are fully insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
 - c. Stored materials approved for payment by the OWNER shall not be removed from the designated storage area except for incorporation into the Work.
 - d. Evidence that the FIRM has verified quantity and quality of the materials delivered (verified packing list).
7. It is further agreed between the parties that the transfer of title and the OWNER's payment for any stored or stockpiled materials pursuant to these General Conditions, and any applicable provisions of the Supplementary General Conditions, shall in no way relieve the FIRM of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, the Contract Drawings, the Technical Specifications, and any approved changes thereto.
8. The following monthly Application for Progress Payment shall be accompanied by Bills of Sale, copies of paid invoices, releases of lien,

or other documentation warranting that the FIRM has received the stored materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the stored materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which shall be satisfactory to the OWNER.

9. The FIRM shall warrant and guarantee that title to all Work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the Work or not, will pass to the OWNER no later than the time of Final Payment free and clear of all liens or other encumbrances.
10. Progress Payments shall be made in accordance with the Local Government Prompt Payment Act. In the event any dispute with respect to any payment or pay request cannot be resolved between the FIRM and OWNER's project staff, FIRM may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, *et seq*, demand in writing a meeting with and review by the OWNER'S (agency) director. In the absence of the agency director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by OWNER of FIRM's written demand. The OWNER's manager, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the OWNER's final decision for the purposes of the Local Government Prompt Payment Act.
11. The OWNER may refuse to make payment of the full amount because claims have been made against the OWNER on account of the FIRM's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the FIRM written notice within twenty (20) business days after the date

on which the invoice is stamped as received which specifies the invoice deficiency and any action necessary to make the invoice complete and proper.

Section 8 – Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM. The FIRM shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of the FIRM. Property of any kind that may be on the premises, which are the site of the performance of this contract, during the performance of this Work Authorization, shall be at the sole risk of the FIRM.

- 8.1** The OWNER hereby designates David McIntosh as the OWNER's representative.
- 8.2** In addition to applicable provisions of Section 2 of the AGREEMENT, the OWNER will:
- Provide copies of existing drawings and equipment cut sheets if requested by FIRM
 - Pay for any required permit fees

The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. The FIRM hereby designates David Schuman as the FIRM's representative.

Section 9 – Insurance

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

Section 10 – Level of Service

The OWNER shall have the right to terminate said Agreement by giving the FIRM thirty (30) days written notice if the service that is being provided is not maintained

at levels necessary to provide the required service. The OWNER will determine in its sole judgment what constitutes a satisfactory level of service.

Section 11 – Indemnification

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

IN WITNESS WHEREOF, this Work Authorization, consisting of twelve (12) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

Signature of Witness

Signature of President

Printed name of Witness

Dr. Marty Shank

Printed Name of President

Date

Approved as to form and legality

District Counsel



State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me on this

10 day of June, 2016 by

Troy L. Lyn

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

Erica Toledo

Signature of Notary

FIRM

Globaltech, Inc.

Company

Troy L. Lyn

Signature

Troy Lyn, P.E., Vice President

Name and Title (typed or printed)

6/10/16

Date

Attachment A

Budget Summary



Job Estimate

Order Date: 06/10/16

To: Coral Springs Improvement Dist
 10300 NW 11th Manor
 Attn: Ken Cassel
 Coral Springs FL 33071

Project: 165105
 CSID Tamarac Interconnect
 10300 NW 11th Manor
 Attn: Ken Cassel
 Coral Springs FL 33071

Plans Attached

Specifications Attached

Client Job No.:

1 General Conditions

Temporary Facilities	
Job Site Trailer	1,219.00
Sanitary	487.60
Job Site Office Supplies	121.90
Waste Hauling	1,462.80
General Conditions	
Submittal Labor	1,108.17
O&M	1,108.17
Progress Meeting	1,140.57
Scheduling Labor	923.47
Construction PM	2,770.41
Construction Superintendent	3,228.77
Purchasing & Subcontracts	923.47
Safety	554.08
Safety Equipment	609.50
Office Admin	1,010.52

Item Total: 16,668.43

2 Sitework

Mobilization	
Construction PM	369.39
Construction Superintendent	322.88
3 man Crew	1,250.97
Locates	990.00
Trenching, Backfilling, and Compaction	
Meter Station	7,575.38
Stone/Fill	2,438.00
Seed & Sod	1,219.00
Installation	1,515.08

Startup Crew	1,250.97
Punch Out Crew	1,250.97
Demob	
Construction PM	738.78
Construction Superintendent	645.75
3 man Crew	1,250.98
3 Concrete	Item Total: 20,818.15
Grout Manholes & Vaults	
Grout & Misc Material	1,828.50
Installation	2,501.95
Vault	17,434.14
Vault Delivery	575.00
5 Misc Metals	Item Total: 22,339.59
Misc Metals & Fasteners	1,219.00
Pipe Supports	3,169.40
9 Finishes	Item Total: 4,388.40
Coatings	609.50
Installation	1,250.97
15 Mechanical	Item Total: 1,860.47
DI Pipe & Fittings	14,556.21
Tapping Saddle & Valve	609.50
Flange Kits & Misc Materials	1,828.50
Fire Hydrant & Fittings	4,266.50
Isolation Valve (BFV)	4,732.58
8" Check Valve	15,603.20
Water Meter & Strainer	17,364.29
Installation	12,120.60
Bollards	3,900.80
Coatings	182.85
Sampling Station	1,548.13
SS Pipe Ftgs	609.50
Installation	3,030.07
18 Rental Equipment	Item Total: 80,352.73
Excavator	2,681.80
Backhoe	2,681.80
10,000lb Traversing Fork Lift	3,017.03
Compactor 5000-7000LB	1,097.10
Silt Fence	649.60
Pump & Hose (Dewatering)	1,219.00
Consumables	1,219.00
Equipment Fuel	487.60

25 Allowance	Item Total:	<u>13,052.93</u>
Allowance		5,000.00
50 Engineering/Record Drawing	Item Total:	<u>5,000.00</u>
Design		23,950.00
Engineering SDC		10,640.00
60 Bonds, Insurance & Certification	Item Total:	<u>34,590.00</u>
Bonds & Certifications		
Builders Risk Insurance		
	Item Total:	<u> </u>
	Total Estimate Amount:	<u><u>199,070.70</u></u>

ATTACHMENT A

Engineering - CSID/Tamarac Interconnect WA-117

Engineering Budget Summary

Task	Task Description	Officer	E6	E4	CADD	Adm 3	Adm 1	Total Labor	Expense/ Subconsul. Fee	Expense/ Subconsul.
		\$210.00	\$175.00	\$150.00	\$85.00	\$75.00	\$50.00			
1	Engineering - Design									
	Project Coordination and Review		8			8	4			
	Scoping Meeting w/site visit		4							
	Collect Existing Information			2						
	Survey		2						\$ 2,500.00	Surveyor
	Preliminary Design		16	14	30					
	Final Design		10	10	20					
	Permitting		8	16						
	Review Meetings (2)		8							
	Subtotal Task 1	0	56	42	50	8	4	\$ 21,150.00		
2	SDC									
	Submittals		2	8			2			
	Site Inspections (3)		4	8						
	Clarifications		4							
	As Built Survey			2					\$1,500	Surveyor
	Record Drawings		2	8	16		2			
	Permit Closeout		8							
	Subtotal Task 2	0	20	26	16	0	4	\$ 8,960.00		
	Labor Subtotal Hours	0	76	68	66	8	8			
	Labor Subtotal	\$0	\$13,300	\$10,200	\$5,610	\$600	\$400	\$30,110		
	Labor Total							\$ 30,110.00		
	Subconsultant Labor Total								\$ 4,000.00	
	Subconsultant Multiplier								1.12	
	Subcontract Total								\$ 4,480.00	
	PROJECT TOTAL								\$ 34,590.00	

Eighth Order of Business



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, October 1st, 2015

Fortiline, Inc.
ATTN: Jason Painter
7025 Northwinds Drive, NW
Concord, NC 28027

Re: Annual Renewal of NCPA contract #02-18

Dear Jason:

Region XIV Education Service Center is happy to announce that Fortiline, Inc. has been awarded an annual contract renewal for Underground Water, Sewer and Storm Utility Products based on the proposal submitted to Region XIV ESC.

The contract will expire on December 31st, 2016, completing the second year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in black ink that reads "Ronnie Kincaid". The signature is written in a cursive style with a large, sweeping "R" and "K".

Ronnie Kincaid
Region XIV, Executive Director



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, January 5th, 2015

Fortiline, Inc.
ATTN: Jason Painter
7025 Northwinds Drive, NW
Concord, NC 28027

Dear Jason:

Region XIV Education Service Center is happy to announce that Fortiline, Inc. has been awarded an annual contract for Underground Water, Sewer and Storm Utility Products based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31st, 2015. The contract can be renewed annually for an additional four years, if mutually agreed on by Region XIV ESC and Fortiline, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronnie Kincaid". The signature is written in a cursive, flowing style.

Ronnie Kincaid
Region XIV, Executive Director

Evaluation Criteria	Point Value	Fortiline, Inc.			
Pricing	40	35			
Ability to service the contract	25	20			
References	15	13			
Technology	10	8			
Value Added Products and Services	10	5			
Total	100	81	0	0	0



Vendors Awarded Under this Contract

Fortiline, Inc.

Evaluation Committee for Contract:

Ken Thompson

Emily Jeffrey

Matthew Mackel

Jonathan Applegate



Underground Water, Sewer and Storm Utility Product

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email	DateCreated
Underground Water, Sewer and Storm Utility Product	Utopia	Nasrin Sesar	17902 Von Karman Ave, suite 603	Irvine	California	92614	949-331-4855	Utopoaarchitect@gmail.com	12/2/2014 9:32:05 PM
Underground Water, Sewer and Storm Utility Product	FERGUSON WATERWORKS	RHONDA RHODES	2650 S. PIPELINE RD	EULESS	Texas	76040	817-267-3900	rhonda.rhodes@ferguson.com	11/14/2014 8:27:03 AM
Underground Water, Sewer and Storm Utility Product	West Texas AGC	Sherry Stevens	PO Box 5365	Abilene	Texas	79608	325-676-7447	wtagc@sbcglobal.net	11/11/2014 9:51:07 AM
Underground Water, Sewer and Storm Utility Product	Fortiline	John Tysinger	7025 Northwinds Dr NW	Concord	North Carolina	28027	4044613675	john.tysinger@fortiline.com	11/7/2014 8:31:37 AM

Introduction

First of all, we greatly appreciate the opportunity to partner with an organization like the NCPA. The procurement process for government entities has changed greatly over the past decade. Technological advances, interconnectedness, and communication improvements have all created a climate of quick and effective purchasing. Volume purchasing, coupled with cooperative marketing, allows government entities to be reached at a far greater pace with more streamlined processes than ever before.

Although we are the third largest underground utility supplier in the United States, we still keep a mindset of a small company. This provides large purchasing power, with nimbleness to adjust to an ever-changing market. Our management structure is relatively flat, providing excellent customer service, without corporate roadblocks. We are growing monthly, and are poised to continue that growth for the foreseeable future.

Thanks again for the opportunity, we look forward to working with you soon.

John Tysinger

GM-Municipal Group

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Fortiline, Inc.

Address 7025 Northwinds Drive, NW

City/State/Zip Concord, NC 28027

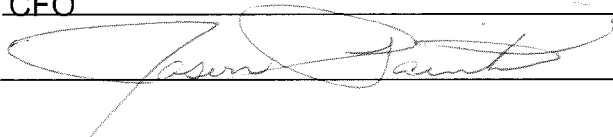
Telephone No. 704-788-9800

Fax No. 704-788-9896

Email address jason.painter@fortiline.com

Printed name Jason Painter

Position with company CFO

Authorized signature 

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of January 5, 2015, by and between National Cooperative Purchasing Alliance (“NCPA”) and Fortiline, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated January 5, 2015, referenced as Contract Number 02-18, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Underground Water, Sewer and Storm Utility Product;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.
- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under

the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name
 NCPA Report
 Month or Quarter


Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

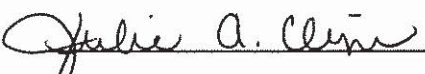
◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: January 5, 2015

Vendor: Fortiline, Inc.

Name: Julie A. Cline
 Title: CSR Municipal Sales
 Address: 7025 Northwinds Drive, NW
Concord, NC 28027
 Signature: 
 Date: December 9, 2014

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company’s principal place of business is in the city of Concord, State of NC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company’s position in the distribution channel:
 - Manufacturer Direct
 - Authorized Distributor
 - Value-added reseller
 - Certified education/government reseller
 - Manufacturer marketing through reseller
 - Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Robin Conner
 - Title: Accounts Payable Associate
 - Company: Fortiline, Inc.
 - Address: 7025 Northwinds Drive, NW
 - City: Concord State: NC Zip: 28025
 - Phone: 704-788-9828 Email: robin.conner@fortiline.com

- Purchase Orders

Contact Person: Julie Cline
 Title: CSR Municipal Sales
 Company: Fortiline, Inc.
 Address: 7025 Northwinds Drive, NW
 City: Concord State: NC Zip: 28025
 Phone: 704-788-9813 Email: julie.cline@fortiline.com

- Sales and Marketing

Contact Person: Cathy Hein
 Title: Marketing Manager
 Company: Fortiline, Inc.
 Address: 7025 Northwinds Drive, NW
 City: Concord State: NC Zip: 28027
 Phone: 704-788-9806 Email: cathy.hein@fortiline.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Vendor Profile

- Fortiline, Inc.

- Fortiline Waterworks is one of the largest wholesale distributors of underground water, sewer and storm utility products in the United States. Founded in 1997, Fortiline distributes more than 75,000 SKUs to a diverse base of more than 4,000 contractor, developer and municipal customers through a network of more than 33 branches in the Southeast, Mid-Atlantic and Midwest. Our vision is to be the preferred and most trusted resource for utility infrastructure product solutions, and we back that with specialty divisions and extensive inventory at all of our locations.

- Dun & Bradstreet number: 827658506

- Organizational Chart: please see attached labeled “Organizational Breakdown”

- Corporate Office:
 - Support Center
7025 Northwinds Drive, NW
Concord, NC 28027
Contact: John Tysinger
Title: General Manager - Municipal Sales
Email: john.tysinger@fortiline.com
Phone: 704-788-9818

- Alabama:
 - Birmingham – Central
2616 Commerce Circle
Irondale, AL 35210
Contact: Matt Norris
Title: Branch Manager
Email: matt.norris@fortiline.com
Phone: 205-808-0001

➤ Florida:

- Fort Myers – Southwest
4810 Laredo Ave.
Fort Myers, FL 33905
Contact: Marty Hodge
Title: Branch Manager
Email: marty.hodge@fortiline.com
Phone: 239-332-0112

- Jacksonville – Northeast
2780 Lloyd Road
Jacksonville, FL 32254
Contact: Robert Rowley
Title: Branch Manager
Email: robert.rowley@fortiline.com
Phone: 866-370-6036

- Panama City – Gulf Coast
1417 Transmitter Road
Springfield, FL 32405
Contact: Kevin Clark
Title: Branch Manager
Email: kevin.clark@fortiline.com
Phone: 850-785-7203

- Riviera Beach
6759 White Dr.
Riviera Beach, FL 33407
Contact: David Guthart
Title: Branch Manager
Email: david.guthart@fortiline.com
Phone: 561-253-9886

- Sanford – Central
2291 W. Airport Blvd.
Sanford, FL 32771

Contact: Jim Futch
Title: Branch Manager
Email: jim.futch@fortiline.com
Phone: 407-688-9191

➤ Georgia:

- Jonesboro – Atlanta Metro
1045 Post Way
Jonesboro, GA 30238
Contact: Jeff Davenport
Title: Branch Manger
Email: jeff.davenport@fortiline.com
Phone: 770-471-1303

- Suwanee – Atlanta Metro
1630 Peachtree Industrial Blvd.
Suwanee, GA 30024
Contact: Ryan Flemming
Email: ryan.flemming@fortiline.com
Phone: 678-714-92111

➤ Kansas:

- Kansas City – Eastern
6636 Berger Avenue
Kansas City, KS 66111
Contact: Ryan Miller
Title: Branch Manager
Email: ryan.miller@fortiline.com
Phone: 913-287-1280

➤ Kentucky:

- Hartford
552 State Route 69 North
Hartford, KY 42347
Contact: Kathy Wemhoener
Title: Branch Manager
Email: kathy.wemhoener@fortiline.com

Phone: 270-298-4545

- Paducah
3209 Cook Street
Paducah, KY 42003
Contact: Jimmy Grimm
Email: jimmy.grimm@fortiline.com
Phone: 270-443-1759

➤ North Carolina:

- Asheville
Blue Ridge Foothills NC
1260 Sweeten Creek Road
Asheville, NC 28803
Contact: Rudy Morrow
Email: rudy.morrow@fortiline.com
Phone: 888-503-3055

- Charlotte
Metrolina NC
7325 Old Statesville Road
Charlotte, NC 28269
Contact: Marty Nagel
Email: marty.nagel@fortiline.com
Phone: 888-609-7878

- Fayetteville
Sandhills/Coastal Plain NC
324 East Mountain Dr.
Fayetteville, NC 28306
Contact: Jimmy Baker
Email: james.baker@fortiline.com
Phone: 866-614-1182

- Greensboro
Piedmont Triad NC
307 South Regional Rd.

Greensboro, NC 27409
Contact: Brian Wentzel
Title: Branch Manager
Email: brian.wentzel@fortiline.com
Phone: 877-605-1919

- Raleigh Piedmont Triangle NC
31 Rupert Road
Raleigh, NC 27603
Contact: Tripp Nelson
Title: Branch Manager
Email: tripp.nelson@fortiline.com
Phone: 877-779-7266

- Wilmington
3321 US Hwy 421N
Wilmington, NC 28401
Contact: Pryor Tatum
Title: Branch Manager
Email: pryor.tatum@fortiline.com
Phone: 910-386-4221

➤ Ohio:

- Cincinnati
9899 Charter Park Dr.
West Chester, OH 45069
Contact: Joe Zistler, Jr.
Title: Branch Manager
Email: joseph.m.zistler@fortiline.com
Phone: 513-942-2888

➤ Oklahoma:

- Tulsa – Northeast OK
8227 West 81st St. South Avenue
Tulsa, OK 74131
Contact: Jerry Clemmons
Title: Branch Manager

Email: jerry.clemmons@fortiline.com
Phone: 918-445-0005

➤ South Carolina:

- Charleston – Low Country SC
3270-B Associate Drive
North Charleston, SC 29461
Contact: Jim Graham
Title: Branch Manager
Email: jim.graham@fortiline.com
Phone: 877-441-9932

- Columbia: Metro SC
120 North Shorecrest Road
Columbia, SC 29209
Contact: George Reeder
Title: Branch Manager
Email: george.reeder@fortiline.com
Phone: 800-922-1440

- Greenville – Foothills SC
28 A.D. Asbury Road
Greenville, SC 29605
Contact: Marty Nagel
Title: Branch Manager
Email: marty.nagel@fortiline.com
Phone: 800-299-8670

- Myrtle Beach
1090-B Tidewater Road
Myrtle Beach, SC 29579
Contact: Tommy Weatherly
Title: Branch Manager
Email: tommy.weatherly@fortiline.com
Phone: 843-504-3310

- Rock Hill – Piedmont SC
1210 Red River Road

Rock Hill, SC 29730
Contact: Jason Ashworth
Title: Branch Manager
Email: jason.ashworth@fortiline.com
Phone: 800-273-3688

- Sumter – Santee Cooper SC
5750 Broad Street Ext
Sumter, SC 29154
Contact: Allen Harris
Title: Branch Manager
Email: allen.harris@fortiline.com
Phone: 888-327-0433

➤ Tennessee

- Nashville
1317 Elm Hill Pike
Nashville, TN 37210
Contact: Todd Howell
Title: Branch Manager
Email: todd.howell@fortiline.com
Phone: 615-406-9510

➤ Texas:

- Dallas – Metro TX
11200 Seagoville Road
Balch Springs, TX 75180
Contact: Quinn Kupish
Title: Branch Manager
Email: quinn.kupish@fortiline.com
Phone: 214-660-3662

- Fort Worth
1705 Cypress St.
Haltom City, TX 76117
Contact: Stephen Bridgeman
Title: Branch Manager
Email: stephen.bridgeman@fortiline.com

Phone: 682-747-0879

- Prosper
600 Hays Road
Prosper, TX 75078
Contact: Tab Blackstone
Title: Branch Manager
Email: tab.blackstone@fortiline.com
Phone: 972-347-4421

- San Antonio
3011 N. Pan Am Expressway
San Antonio, TX 78219
Contact: Efrain Mares
Title: Branch Manager
Email: efrain.mares@fortiline.com
Phone: 210-444-1199

➤ Virginia:

- Chesapeake – Eastern VA
3985 South Military Hwy
Chesapeake, VA 23321
Contact: Teri Church
Title: Branch Manager
Email: teri.church@fortiline.com
Phone: 757-485-3400

- Haymarket
6628-A James Madison Hwy
Haymarket, VA 20169
Contact: Troy Curtis
Title: Branch Manager
Email: troy.curtis@fortiline.com
Phone: 571-248-6800

- Richmond
5500 Jefferson Davis Hwy
Richmond, VA 23234

Contact:

Title:

Email:

Phone: 804-743-1980

- Standard Payment Terms: Net 30

- Competition:
 - Ferguson Waterworks
 - HD Supply Waterworks

- Annual Municipal Sales:
 - As we are a privately held company, we do not disclose our sales volume
 - In general, we sell tens of millions of dollars to the public sector
 - We do not break down sales between types of government entities, so this information is not available

- Differentiation of Fortiline to its competitors
 - Please see Tab 8 item labeled "Company Overview"

- Marketing Plan
 - Our plan is multi-faceted, approaching the market from different angles
 - First, Fortiline plans to, with NCPA's agreement, utilize their logo, and links to their company throughout our existing marketing ventures. This would include publications (Rural Water, AWWA, etc) that Fortiline already currently utilized ad space.

- We would actively promote NCPA throughout our extensive yearly trade show opportunities. These include water, sewer, storm, treatment plant, safety, and erosion shows, being local, state, and national.
 - In a more grassroots effort, we would have our massive sales team physically promote NCPA on their current sales routes.
- Introduction of NCPA to Fortiline company-wide
- As timing would have it, February is when Fortiline has its National Meeting. This includes every salesperson, manager, regional manager, and corporate official in the company. This would pose a perfect time to dedicate space to present the NCPA broadly to the company
 - On a more local level, the GM of the Municipal Division has local state-level meetings quarterly, and would make the NCPA a point of emphasis. A NCPA representative would also be invited to attend any of the meetings as they choose.
 - We could also hold a national press release, announcing our partnership, which would broadcast the widest net nationally.
- Online ordering, etc
- Please tab 8 item “Company Overview” section titled “Technology”
- Customer Service
- Please see “Company Overview”
 - We are open from 7AM-5PM local time at each of our brick and mortar locations. We are available after hours via email and assigned point of contact to each customer
 - See above listing of physical locations
- Green Initiatives

Products and Services

The products and services are only representative of a handful of our standard product lines. It is very rare for a manufacturer to sell at the same pricing nation-wide, and thus we would be able to offer a much larger scope based on geography. The pricing you have included accounts for a large percentage of the water, sewer, and storm markets nationally. Please feel free to contact us regarding any specific area or product in consideration.

Fortiline Waterworks

7025 Northwinds Dr. NW
 Concord, NC 28027



COMPANY OVERVIEW

Background

Fortiline was formed in 1997 with the sole purpose of offering contractors and municipalities a better source for underground utility supplies. Specifically, we distribute underground utility products for installation in both the public and private sectors. We believe that this specialization - doing one thing and doing it well - is the key to our superior service. Fortiline's vision is to be the preferred and most trusted resource for utility infrastructure product solutions.

Locations



Fortiline has 34 physical locations in 12 states, primarily in the Southeast, Mid-Atlantic and Midwest, however our reach is much further. We support customers and jobs across the country through our network of vendor and shipping partners.

Materials

Fortiline has partnered with only the best utility manufacturers in the country to stock millions of dollars in inventory of water, sewer, storm, erosion, and treatment plant materials. We only partner with manufacturers who are committed to servicing the customer as well as we do. Fortiline's line card is attached, however is by no means all-inclusive, as we add products to our inventory daily.

Delivery

Fortiline maintains a fleet of delivery trucks, ranging from full-size tractor trailers to standard pickup trucks. All vehicles are equipped with GPS tracking, which can pinpoint where materials are en route. Fortiline also has integrated shipping partners who can deliver products where and when our customers need them, from standard ground to next-day air.

Staff

Fortiline employees more than 400 people who share the company vision. Each Fortiline branch has a Warehouse Manager who dispatches and controls all deliveries and directs orders and shipments as they arise. Our warehouse staff is as friendly as they are knowledgeable. We also have a solid Inside Sales staff that helps coordinate purchases and sales, and offers general customer service. Our Branch Managers oversee the entire operation at each of our 34 locations. Regional Managers are strategically located throughout our footprint to supervise multiple branches and coordinate operations. Individual groups within the Fortiline family include Municipal, Treatment Plant, and Stormwater, and all have managers overseeing the group's success. Finally, our Corporate Office team manages Fortiline's overall operations on a national level.

Technology

Any company preparing for future success must make personnel and financial commitments in the IT space. Fortiline is no exception and we maintain a staff of the most talented IT professionals in the industry. Fortiline utilizes an elite inventory management program called Mincron. To enhance Fortiline's capabilities and growth potential, we have invested in a team of in-house Mincron code programmers, who can customize our system to match our needs. This makes us agile, flexible, and most importantly, timely, as it allows us to create customized solutions to fit our customers' requests. In 2015, Fortiline will roll out a Mincron-centered, web-based procurement service, which will let customers order material directly via the Internet and obtain various reports on demand. Fortiline also has invested in a data analytics application, which can create customized sales reports, itemized charts, or virtually any other customer-desired analytics.

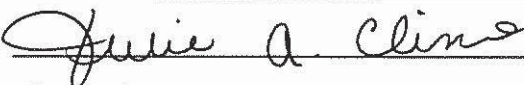
National Accounts

Each of Fortiline's national accounts is assigned a number of key contacts, with one designated Fortiline employee serving as a primary contact. This person oversees the entire account process and dedicates as much time as necessary to handle all customer requests. The national account also has a specific Customer Service Representative who is knowledgeable in any and all activity relating to the account. The General Manager of the Municipal Division personally oversees the entire account service process. Fortiline understands the attention that is needed by a national account, and all accounts are handled with the personal service deserving of such a meaningful partner. The team dedicated to the account will provide turnkey provision from start to finish.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Fortiline, Inc.</u>
Print Name	<u>Julie A. Cline</u>
Address	<u>7025 Northwinds Drive, NW</u>
City, State, Zip	<u>Concord, NC 28027</u>
Authorized signature	<u></u>
Date	<u>December 9, 2014</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

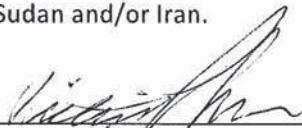
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

12/9/2014

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name Fortiline, Inc.

Address 7025 Northwinds Drive, NW

City/State/Zip Concord, NC 28027

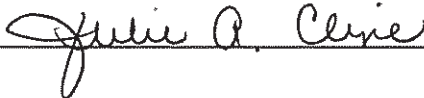
Telephone No. 704-788-9800

Fax No. 704-788-9896

Email address julie.cline@fortiline.com

Printed name Julie A. Cline

Position with company CSR Municipal Sales

Authorized signature 

ARRA Standard Terms and Conditions Addendum for Contracts and Grants

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve

transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
 - i. The name of the entity receiving the subaward;
 - ii. The amount of the subaward;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - v. Program source;
 - vi. An award title descriptive of the purpose of each funding action;
 - vii. The location of the entity receiving the subaward;
 - viii. The primary location of the subaward, including the city, state, congressional district and country; and
 - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
 - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section

1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.

Cities, Towns, Villages and Boroughs in Oregon

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRESHAM
- 38 CITY OF HAPPY VALLEY
- 39 CITY OF HILLSBORO
- 40 CITY OF HOOD RIVER
- 41 CITY OF JOHN DAY
- 42 CITY OF KLAMATH FALLS
- 43 CITY OF LA GRANDE
- 44 CITY OF LAKE OSWEGO
- 45 CITY OF LAKESIDE
- 46 CITY OF LEBANON
- 47 CITY OF MALIN
- 48 CITY OF MCMINNVILLE
- 49 CITY OF MEDFORD
- 50 CITY OF MILL CITY
- 51 CITY OF MILLERSBURG
- 52 CITY OF MILWAUKIE
- 53 CITY OF MORO

- 54 CITY OF MOSIER
- 55 CITY OF NEWBERG
- 56 CITY OF NORTH PLAINS
- 57 CITY OF OREGON CITY
- 58 CITY OF PHOENIX
- 59 CITY OF PILOT ROCK
- 60 CITY OF PORT ORFORD
- 61 CITY OF PORTLAND
- 62 CITY OF POWERS
- 63 CITY OF REDMOND
- 64 CITY OF REEDSPORT
- 65 CITY OF RIDDLE
- 66 CITY OF SALEM
- 67 CITY OF SANDY
- 68 CITY OF SANDY
- 69 CITY OF SCAPPOOSE
- 70 CITY OF SEASIDE
- 71 CITY OF SHADY COVE
- 72 CITY OF SHERWOOD
- 73 CITY OF SPRINGFIELD
- 74 CITY OF ST. PAUL
- 75 CITY OF STAYTON
- 76 CITY OF TIGARD, OREGON
- 77 CITY OF TUALATIN, OREGON
- 78 CITY OF WARRENTON
- 79 CITY OF WEST LINN/PARKS
- 80 CITY OF WILSONVILLE
- 81 CITY OF WINSTON
- 82 CITY OF WOOD VILLAGE
- 83 CITY OF WOODBURN
- 84 CITY OF YACHATS
- 85 FLORENCE AREA CHAMBER OF COMMERCE
- 86 GASTON RURAL FIRE DEPARTMENT
- 87 GLADSTONE POLICE DEPARTMENT
- 88 HOUSING AUTHORITY OF THE CITY OF SALEM
- 89 KEIZER POLICE DEPARTMENT
- 90 LEAGUE OF OREGON CITIES
- 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 92 METRO
- 93 MONMOUTH - INDEPENDENCE NETWORK
- 94 PORTLAND DEVELOPMENT COMMISSION
- 95 RAINIER POLICE DEPARTMENT
- 96 RIVERGROVE WATER DISTRICT
- 97 SUNSET EMPIRE PARK AND RECREATION
- 98 THE NEWPORT PARK AND RECREATION CENTER
- 99 TILLAMOOK PEOPLES UTILITY DISTRICT
- 100 TUALATIN VALLEY FIRE & RESCUE
- 101 WEST VALLEY HOUSING AUTHORITY

No. Counties and Parishes

- 1 ASSOCIATION OF OREGON COUNTIES
- 2 BENTON COUNTY
- 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
- 4 CLATSOP COUNTY
- 5 COLUMBIA COUNTY, OREGON
- 6 COOS COUNTY HIGHWAY DEPARTMENT
- 7 CROOK COUNTY ROAD DEPARTMENT

- 8 CURRY COUNTY OREGON
- 9 DESCHUTES COUNTY
- 10 DOUGLAS COUNTY
- 11 GILLIAM COUNTY
- 12 GILLIAM COUNTY OREGON
- 13 GRANT COUNTY, OREGON
- 14 HARNEY COUNTY SHERIFFS OFFICE
- 15 HOOD RIVER COUNTY
- 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
- 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
- 18 JEFFERSON COUNTY
- 19 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 20 LAKE COUNTY
- 21 LANE COUNTY
- 22 LINCOLN COUNTY
- 23 LINN COUNTY
- 24 MARION COUNTY , SALEM, OREGON
- 25 MORROW COUNTY
- 26 MULTNOMAH COUNTY
- 27 MULTNOMAH COUNTY
- 28 MULTNOMAH LAW LIBRARY
- 29 NAMI LANE COUNTY
- 30 POLK COUNTY
- 31 SHERMAN COUNTY
- 32 UMATILLA COUNTY, OREGON
- 33 UNION COUNTY
- 34 WALLOWA COUNTY
- 35 WASCO COUNTY
- 36 WASHINGTON COUNTY
- 37 YAMHILL COUNTY
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

No. Higher Education

- 1 BIRTHINGWAY COLLEGE OF MIDWIFERY
- 2 BLUE MOUNTAIN COMMUNITY COLLEGE
- 3 CENTRAL OREGON COMMUNITY COLLEGE
- 4 CHEMEKETA COMMUNITY COLLEGE
- 5 CLACKAMAS COMMUNITY COLLEGE
- 6 COLUMBIA GORGE COMMUNITY COLLEGE
- 7 GEORGE FOX UNIVERSITY
- 8 KLAMATH COMMUNITY COLLEGE DISTRICT
- 9 LANE COMMUNITY COLLEGE
- 10 LEWIS AND CLARK COLLEGE
- 11 LINFIELD COLLEGE
- 12 LINN-BENTON COMMUNITY COLLEGE
- 13 MARYLHURST UNIVERSITY
- 14 MT. HOOD COMMUNITY COLLEGE
- 15 MULTNOMAH BIBLE COLLEGE
- 16 NATIONAL COLLEGE OF NATURAL MEDICINE
- 17 NORTHWEST CHRISTIAN COLLEGE
- 18 OREGON HEALTH AND SCIENCE UNIVERSITY
- 19 OREGON UNIVERSITY SYSTEM
- 20 PACIFIC UNIVERSITY
- 21 PORTLAND COMMUNITY COLLEGE
- 22 PORTLAND STATE UNIV.
- 23 REED COLLEGE
- 24 ROGUE COMMUNITY COLLEGE
- 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
- 26 TILLAMOOK BAY COMMUNITY COLLEGE
- 27 UMPQUA COMMUNITY COLLEGE
- 28 WESTERN STATES CHIROPRACTIC COLLEGE
- 29 WILLAMETTE UNIVERSITY
- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

- 1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

- 3 BAKER SCHOOL DISTRICT 5-J
- 4 BANDON SCHOOL DISTRICT
- 5 BANKS SCHOOL DISTRICT
- 6 BEAVERTON SCHOOL DISTRICT
- 7 BEND / LA PINE SCHOOL DISTRICT
- 8 BEND-LA PINE SCHOOL DISTRICT
- 9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
- 10 CANBY SCHOOL DISTRICT
- 11 CANYONVILLE CHRISTIAN ACADEMY
- 12 CASCADE SCHOOL DISTRICT
- 13 CASCADES ACADEMY OF CENTRAL OREGON
- 14 CENTENNIAL SCHOOL DISTRICT
- 15 CENTRAL CATHOLIC HIGH SCHOOL
- 16 CENTRAL POINT SCHOOL DISTRICT NO. 6
- 17 CENTRAL SCHOOL DISTRICT 13J
- 18 CLACKAMAS EDUCATION SERVICE DISTRICT
- 19 COOS BAY SCHOOL DISTRICT
- 20 COOS BAY SCHOOL DISTRICT NO.9
- 21 COQUILLE SCHOOL DISTRICT 8
- 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
- 23 CRESWELL SCHOOL DISTRICT
- 24 CROSSROADS CHRISTIAN SCHOOL
- 25 CULVER SCHOOL DISTRICT NO.
- 26 DALLAS SCHOOL DISTRICT NO. 2
- 27 DAVID DOUGLAS SCHOOL DISTRICT
- 28 DAYTON SCHOOL DISTRICT NO.8
- 29 DE LA SALLE N CATHOLIC HS
- 30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
- 31 DOUGLAS COUNTY SCHOOL DISTRICT 116
- 32 DOUGLAS EDUCATION SERVICE DISTRICT
- 33 DUFUR SCHOOL DISTRICT NO.29
- 34 ELKTON SCHOOL DISTRICT NO.34
- 35 ESTACADA SCHOOL DISTRICT NO.108
- 36 FOREST GROVE SCHOOL DISTRICT
- 37 GASTON SCHOOL DISTRICT 511J
- 38 GEN CONF OF SDA CHURCH WESTERN OR
- 39 GLADSTONE SCHOOL DISTRICT
- 40 GLENDALE SCHOOL DISTRICT
- 41 GLIDE SCHOOL DISTRICT NO.12
- 42 GRANTS PASS SCHOOL DISTRICT 7
- 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
- 44 GRESHAM-BARLOW SCHOOL DISTRICT
- 45 HARNEY COUNTY SCHOOL DIST. NO.3
- 46 HARNEY EDUCATION SERVICE DISTRICT
- 47 HEAD START OF LANE COUNTY
- 48 HERITAGE CHRISTIAN SCHOOL
- 49 HIGH DESERT EDUCATION SERVICE DISTRICT
- 50 HOOD RIVER COUNTY SCHOOL DISTRICT
- 51 JACKSON CO SCHOOL DIST NO.9
- 52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
- 53 JEFFERSON SCHOOL DISTRICT
- 54 KLAMATH FALLS CITY SCHOOLS
- 55 LA GRANDE SCHOOL DISTRICT
- 56 LAKE OSWEGO SCHOOL DISTRICT 7J
- 57 LANE COUNTY SCHOOL DISTRICT 4J
- 58 LANE COUNTY SCHOOL DISTRICT 69
- 59 LEBANON COMMUNITY SCHOOLS NO.9
- 60 LINCOLN COUNTY SCHOOL DISTRICT
- 61 LINN CO. SCHOOL DIST. 95C - SCIO SD
- 62 LOST RIVER JR/SR HIGH SCHOOL
- 63 LOWELL SCHOOL DISTRICT NO.71
- 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
- 65 MCMINNVILLE SCHOOL DISTRICT NO.40
- 66 MEDFORD SCHOOL DISTRICT 549C
- 67 MITCH CHARTER SCHOOL
- 68 MOLALLA RIVER ACADEMY
- 69 MOLALLA RIVER SCHOOL DISTRICT NO.35
- 70 MONROE SCHOOL DISTRICT NO.1J
- 71 MORROW COUNTY SCHOOL DISTRICT
- 72 MT. ANGEL SCHOOL DISTRICT NO.91
- 73 MT.SCOTT LEARNING CENTERS
- 74 MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION		

- 231 TRILLIUM FAMILY SERVICES, INC.
- 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
- 233 UNION GOSPEL MISSION
- 234 UNITED CEREBRAL PALSY OF OR AND SW WA
- 235 UNITED WAY OF THE COLUMBIA WILLAMETTE
- 236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
- 237 US FISH AND WILDLIFE SERVICE
- 238 USAGENCIES CREDIT UNION
- 239 VERMONT HILLS FAMILY LIFE CENTER
- 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
- 241 VOLUNTEERS OF AMERICA OREGON
- 242 WE CARE OREGON
- 243 WESTERN RIVERS CONSERVANCY
- 244 WESTERN STATES CENTER
- 245 WESTSIDE BAPTIST CHURCH
- 246 WILD SALMON CENTER
- 247 WILLAMETTE FAMILY
- 248 WILLAMETTE VIEW INC.
- 249 WOODBURN AREA CHAMBER OF COMMERCE
- 250 WORD OF LIFE COMMUNITY CHURCH
- 251 WORKSYSTEMS INC
- 252 YOUTH GUIDANCE ASSOC.
- 253 YWCA SALEM
- 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
- 2 ALOHACARE
- 3 AMERICAN LUNG ASSOCIATION
- 4 BISHOP MUSEUM
- 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
- 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
- 7 EAH, INC.
- 8 EASTER SEALS HAWAII
- 9 GOODWILL INDUSTRIES OF HAWAII, INC.
- 10 HABITAT FOR HUMANITY MAUI
- 11 HALE MAHAOLU
- 12 HAROLD K.L. CASTLE FOUNDATION
- 13 HAWAII AGRICULTURE RESEARCH CENTER
- 14 HAWAII EMPLOYERS COUNCIL
- 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- 16 HONOLULU HABITAT FOR HUMANITY
- 17 IUPAT, DISTRICT COUNCIL 50
- 18 LANAKILA REHABILITATION CENTER INC.
- 19 LEEWARD HABITAT FOR HUMANITY
- 20 MAUI COUNTY FCU
- 21 MAUI ECONOMIC DEVELOPMENT BOARD
- 22 MAUI ECONOMIC OPPORTUNITY, INC.
- 23 MAUI FAMILY YMCA
- 24 NA HALE O MAUI
- 25 NA LEI ALOHA FOUNDATION
- 26 NETWORK ENTERPRISES, INC.
- 27 ORI ANUENUE HALE, INC.
- 28 PARTNERS IN DEVELOPMENT FOUNDATION
- 29 POLYNESIAN CULTURAL CENTER
- 30 PUNAHOU SCHOOL
- 31 ST. THERESA CHURCH
- 32 WAIANAEE COMMUNITY OUTREACH
- 33 WAILUKU FEDERAL CREDIT UNION
- 34 YMCA OF HONOLULU

No. Special/Independent Districts

- 1 BAY AREA HOSPITAL DISTRICT
- 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
- 3 CENTRAL OREGON IRRIGATION DISTRICT
- 4 CHEHALEM PARK AND RECREATION DISTRICT
- 5 CITY COUNTY INSURANCE SERVICES
- 6 CLEAN WATER SERVICES
- 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
- 8 COLUMBIA RIVER PUD

- 9 DESCHUTES COUNTY RFPD NO.2
- 10 DESCHUTES PUBLIC LIBRARY SYSTEM
- 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
- 12 GASTON RURAL FIRE DEPARTMENT
- 13 GLADSTONE POLICE DEPARTMENT
- 14 GLENDALE RURAL FIRE DISTRICT
- 15 HOODLAND FIRE DISTRICT NO.74
- 16 HOODLAND FIRE DISTRICT #74
- 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
- 18 KLAMATH COUNTY 9-1-1
- 19 LANE EDUCATION SERVICE DISTRICT
- 20 LANE TRANSIT DISTRICT
- 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 22 MARION COUNTY FIRE DISTRICT #1
- 23 METRO
- 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
- 25 MONMOUTH - INDEPENDENCE NETWORK
- 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
- 27 NEAH KAH NIE WATER DISTRICT
- 28 NW POWER POOL
- 29 OAK LODGE WATER DISTRICT
- 30 OR INT'L PORT OF COOS BAY
- 31 PORT OF ST HELENS
- 32 PORT OF UMPQUA
- 33 REGIONAL AUTOMATED INFORMATION NETWORK
- 34 RIVERGROVE WATER DISTRICT
- 35 SALEM AREA MASS TRANSIT DISTRICT
- 36 SANDY FIRE DISTRICT NO. 72
- 37 SUNSET EMPIRE PARK AND RECREATION
- 38 THE NEWPORT PARK AND RECREATION CENTER
- 39 THE PORT OF PORTLAND
- 40 TILLAMOOK PEOPLES UTILITY DISTRICT
- 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
- 42 TUALATIN VALLEY FIRE & RESCUE
- 43 TUALATIN VALLEY WATER DISTRICT
- 44 UNION SOIL & WATER CONSERVATION DISTRICT
- 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
- 46 WEST VALLEY HOUSING AUTHORITY
- 47 WILLAMALANE PARK AND RECREATION DISTRICT
- 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

- 1 BOARD OF MEDICAL EXAMINERS
- 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
- 3 OFFICE OF THE STATE TREASURER
- 4 OREGON BOARD OF ARCHITECTS
- 5 OREGON CHILD DEVELOPMENT COALITION
- 6 OREGON DEPARTMENT OF EDUCATION
- 7 OREGON DEPARTMENT OF FORESTRY
- 8 OREGON DEPT OF TRANSPORTATION
- 9 OREGON DEPT. OF EDUCATION
- 10 OREGON LOTTERY
- 11 OREGON OFFICE OF ENERGY
- 12 OREGON STATE BOARD OF NURSING
- 13 OREGON STATE POLICE
- 14 OREGON TOURISM COMMISSION
- 15 OREGON TRAVEL INFORMATION COUNCIL
- 16 SANTIAM CANYON COMMUNICATION CENTER
- 17 SEIU LOCAL 503, OPEU
- 1 ADMIN. SERVICES OFFICE
- 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
- 3 HAWAII HEALTH SYSTEMS CORPORATION
- 4 SOH- JUDICIARY CONTRACTS AND PURCH
- 5 STATE DEPARTMENT OF DEFENSE
- 6 STATE OF HAWAII
- 7 STATE OF HAWAII
- 8 STATE OF HAWAII, DEPT. OF EDUCATION

Request for Proposal (RFP) for Underground Water, Sewer and Storm Utility Product

Solicitation Number: 19-14

Publication Date: Thursday, November 6th, 2014

Notice to Respondent:

Submittal Deadline: Thursday, December 11th, 2014 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, December 4th, 2014. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Underground Water, Sewer and Storm Utility Product for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Underground Water, Sewer and Storm Utility Product, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by

Region 14 Education Service Center

For

Underground Water, Sewer and Storm Utility Product

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 19-14



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Underground Water, Sewer and Storm Utility Product.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: _____

Company: _____

Address: _____

City, State, Zip: _____

Solicitation Name and Number: _____

Due Date and Time: _____

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor.
- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and

lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$20 - \$25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Underground Water, Sewer and Storm Utility Product;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.
- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under

the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name
 NCPA Report
 Month or Quarter

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Vendor:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of _____, State of _____

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: _____
 - Title: _____
 - Company: _____
 - Address: _____
 - City: _____ State: _____ Zip: _____
 - Phone: _____ Email: _____

- Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
 - Stormwater Products
 - Pipe and Fittings
 - Drainage Structures
 - Storm Chambers
 - Reinforced Concrete Pipe
 - Precast Concrete Structures
 - Manhole/Catch Basin Frame and Grates/Covers
 - Channel/Trench Drains
 - ADS/NDS Plastic Basins
 - Corrugated Metal Pipe
 - Slotted Drains
 - Inserta Tee
 - Saddle Tee
 - Water Quality/Erosion Control Products
 - Water Quality Units
 - Water Quality Devices
 - Inlet Filters
 - Inlet Protection Products
 - Erosion Control Blankets
 - Coir Fiber Mats
 - Coir Fiber Baffles
 - Turf Reinforcement Mats
 - Geotextiles
 - Geogrids
 - Staples, Stakes and Fabric Pins
 - Turbidity Curtains
 - Wattles; Sediment Logs
 - Silt Fence
 - Snouts

- Stormwater Markets and Applications
 - Surface Drainage
 - Storm Sewer Conveyance
 - Subdivision Storm Water Management
 - Retail and Business Storm Water Management
 - Municipal Utility Maintenance and Rehabilitation
 - State Department of Transportation Projects
 - Combined Sewer Separation
 - Home/Yard/Building Drainage
 - Retention/Detention
 - Water Quality/Treatment
 - EPA Phase II Compliance Implementation
 - Concentrated Flow Control
 - Degradable Sediment Control Barriers
 - Storm Drain Sediment Control Devices
 - Site Discharge Clarification
 - Waterway Sediment Control Protection
 - Erosion Control
 - Landfill/Waste Disposal Management
 - Green Building Sustainable Infrastructure
 - Turf and Recreation
 - Mining

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ ARRA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

ARRA Standard Terms and Conditions Addendum for Contracts and Grants

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve

transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
 - i. The name of the entity receiving the subaward;
 - ii. The amount of the subaward;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - v. Program source;
 - vi. An award title descriptive of the purpose of each funding action;
 - vii. The location of the entity receiving the subaward;
 - viii. The primary location of the subaward, including the city, state, congressional district and country; and
 - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
 - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section

1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.			
	Cities, Towns, Villages and Boroughs in Oregon		
1	CEDAR MILL COMMUNITY LIBRARY	54	CITY OF MOSIER
2	CITY COUNTY INSURANCE SERVICES	55	CITY OF NEWBERG
3	CITY OF ADAIR VILLAGE	56	CITY OF NORTH PLAINS
4	CITY OF ALBANY	57	CITY OF OREGON CITY
5	CITY OF ASHLAND	58	CITY OF PHOENIX
6	CITY OF ASTORIA OREGON	59	CITY OF PILOT ROCK
7	CITY OF AUMSVILLE	60	CITY OF PORT ORFORD
8	CITY OF AURORA	61	CITY OF PORTLAND
9	CITY OF BEAVERTON	62	CITY OF POWERS
10	CITY OF BOARDMAN	63	CITY OF REDMOND
11	CITY OF BURNS	64	CITY OF REEDSPORT
12	CITY OF CANBY	65	CITY OF RIDDLE
13	CITY OF CANNON BEACH OR	66	CITY OF SALEM
14	CITY OF CANYONVILLE	67	CITY OF SANDY
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	68	CITY OF SANDY
16	CITY OF CLATSKANIE	69	CITY OF SCAPPOOSE
17	CITY OF COBURG	70	CITY OF SEASIDE
18	CITY OF CONDON	71	CITY OF SHADY COVE
19	CITY OF COOS BAY	72	CITY OF SHERWOOD
20	CITY OF CORVALLIS	73	CITY OF SPRINGFIELD
21	CITY OF COTTAGE GROVE	74	CITY OF ST. PAUL
22	CITY OF CRESWELL	75	CITY OF STAYTON
23	CITY OF DALLAS	76	CITY OF TIGARD, OREGON
24	CITY OF DAMASCUS	77	CITY OF TUALATIN, OREGON
25	CITY OF DUNDEE	78	CITY OF WARRENTON
26	CITY OF EAGLE POINT	79	CITY OF WEST LINN/PARKS
27	CITY OF ECHO	80	CITY OF WILSONVILLE
28	CITY OF ESTACADA	81	CITY OF WINSTON
29	CITY OF EUGENE	82	CITY OF WOOD VILLAGE
30	CITY OF FAIRVIEW	83	CITY OF WOODBURN
31	CITY OF FALLS CITY	84	CITY OF YACHATS
32	CITY OF GATES	85	FLORENCE AREA CHAMBER OF COMMERCE
33	CITY OF GEARHART	86	GASTON RURAL FIRE DEPARTMENT
34	CITY OF GERVAIS	87	GLADSTONE POLICE DEPARTMENT
35	CITY OF GOLD HILL	88	HOUSING AUTHORITY OF THE CITY OF SALEM
36	CITY OF GRANTS PASS	89	KEIZER POLICE DEPARTMENT
37	CITY OF GRESHAM	90	LEAGUE OF OREGON CITIES
38	CITY OF HAPPY VALLEY	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
39	CITY OF HILLSBORO	92	METRO
40	CITY OF HOOD RIVER	93	MONMOUTH - INDEPENDENCE NETWORK
41	CITY OF JOHN DAY	94	PORTLAND DEVELOPMENT COMMISSION
42	CITY OF KLAMATH FALLS	95	RAINIER POLICE DEPARTMENT
43	CITY OF LA GRANDE	96	RIVERGROVE WATER DISTRICT
44	CITY OF LAKE OSWEGO	97	SUNSET EMPIRE PARK AND RECREATION
45	CITY OF LAKESIDE	98	THE NEWPORT PARK AND RECREATION CENTER
46	CITY OF LEBANON	99	TILLAMOOK PEOPLES UTILITY DISTRICT
47	CITY OF MALIN	100	TUALATIN VALLEY FIRE & RESCUE
48	CITY OF MCMINNVILLE	101	WEST VALLEY HOUSING AUTHORITY
49	CITY OF MEDFORD		
50	CITY OF MILL CITY	No.	Counties and Parishes
51	CITY OF MILLERSBURG	1	ASSOCIATION OF OREGON COUNTIES
52	CITY OF MILWAUKIE	2	BENTON COUNTY
53	CITY OF MORO	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
		4	CLATSOP COUNTY
		5	COLUMBIA COUNTY, OREGON
		6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT

- 8 CURRY COUNTY OREGON
- 9 DESCHUTES COUNTY
- 10 DOUGLAS COUNTY
- 11 GILLIAM COUNTY
- 12 GILLIAM COUNTY OREGON
- 13 GRANT COUNTY, OREGON
- 14 HARNEY COUNTY SHERIFFS OFFICE
- 15 HOOD RIVER COUNTY
- 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
- 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
- 18 JEFFERSON COUNTY
- 19 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 20 LAKE COUNTY
- 21 LANE COUNTY
- 22 LINCOLN COUNTY
- 23 LINN COUNTY
- 24 MARION COUNTY , SALEM, OREGON
- 25 MORROW COUNTY
- 26 MULTNOMAH COUNTY
- 27 MULTNOMAH COUNTY
- 28 MULTNOMAH LAW LIBRARY
- 29 NAMI LANE COUNTY
- 30 POLK COUNTY
- 31 SHERMAN COUNTY
- 32 UMATILLA COUNTY, OREGON
- 33 UNION COUNTY
- 34 WALLOWA COUNTY
- 35 WASCO COUNTY
- 36 WASHINGTON COUNTY
- 37 YAMHILL COUNTY
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

No. Higher Education

- 1 BIRTHINGWAY COLLEGE OF MIDWIFERY
- 2 BLUE MOUNTAIN COMMUNITY COLLEGE
- 3 CENTRAL OREGON COMMUNITY COLLEGE
- 4 CHEMEKETA COMMUNITY COLLEGE
- 5 CLACKAMAS COMMUNITY COLLEGE
- 6 COLUMBIA GORGE COMMUNITY COLLEGE
- 7 GEORGE FOX UNIVERSITY
- 8 KLAMATH COMMUNITY COLLEGE DISTRICT
- 9 LANE COMMUNITY COLLEGE
- 10 LEWIS AND CLARK COLLEGE
- 11 LINFIELD COLLEGE
- 12 LINN-BENTON COMMUNITY COLLEGE
- 13 MARYLHURST UNIVERSITY
- 14 MT. HOOD COMMUNITY COLLEGE
- 15 MULTNOMAH BIBLE COLLEGE
- 16 NATIONAL COLLEGE OF NATURAL MEDICINE
- 17 NORTHWEST CHRISTIAN COLLEGE
- 18 OREGON HEALTH AND SCIENCE UNIVERSITY
- 19 OREGON UNIVERSITY SYSTEM
- 20 PACIFIC UNIVERSITY
- 21 PORTLAND COMMUNITY COLLEGE
- 22 PORTLAND STATE UNIV.
- 23 REED COLLEGE
- 24 ROGUE COMMUNITY COLLEGE
- 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
- 26 TILLAMOOK BAY COMMUNITY COLLEGE
- 27 UMPQUA COMMUNITY COLLEGE
- 28 WESTERN STATES CHIROPRACTIC COLLEGE
- 29 WILLAMETTE UNIVERSITY
- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

- 1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

- 3 BAKER SCHOOL DISTRICT 5-J
- 4 BANDON SCHOOL DISTRICT
- 5 BANKS SCHOOL DISTRICT
- 6 BEAVERTON SCHOOL DISTRICT
- 7 BEND / LA PINE SCHOOL DISTRICT
- 8 BEND-LA PINE SCHOOL DISTRICT
- 9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
- 10 CANBY SCHOOL DISTRICT
- 11 CANYONVILLE CHRISTIAN ACADEMY
- 12 CASCADE SCHOOL DISTRICT
- 13 CASCADES ACADEMY OF CENTRAL OREGON
- 14 CENTENNIAL SCHOOL DISTRICT
- 15 CENTRAL CATHOLIC HIGH SCHOOL
- 16 CENTRAL POINT SCHOOL DISTRICT NO. 6
- 17 CENTRAL SCHOOL DISTRICT 13J
- 18 CLACKAMAS EDUCATION SERVICE DISTRICT
- 19 COOS BAY SCHOOL DISTRICT
- 20 COOS BAY SCHOOL DISTRICT NO.9
- 21 COQUILLE SCHOOL DISTRICT 8
- 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
- 23 CRESWELL SCHOOL DISTRICT
- 24 CROSSROADS CHRISTIAN SCHOOL
- 25 CULVER SCHOOL DISTRICT NO.
- 26 DALLAS SCHOOL DISTRICT NO. 2
- 27 DAVID DOUGLAS SCHOOL DISTRICT
- 28 DAYTON SCHOOL DISTRICT NO.8
- 29 DE LA SALLE N CATHOLIC HS
- 30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
- 31 DOUGLAS COUNTY SCHOOL DISTRICT 116
- 32 DOUGLAS EDUCATION SERVICE DISTRICT
- 33 DUFUR SCHOOL DISTRICT NO.29
- 34 ELKTON SCHOOL DISTRICT NO.34
- 35 ESTACADA SCHOOL DISTRICT NO.108
- 36 FOREST GROVE SCHOOL DISTRICT
- 37 GASTON SCHOOL DISTRICT 511J
- 38 GEN CONF OF SDA CHURCH WESTERN OR
- 39 GLADSTONE SCHOOL DISTRICT
- 40 GLENDALE SCHOOL DISTRICT
- 41 GLIDE SCHOOL DISTRICT NO.12
- 42 GRANTS PASS SCHOOL DISTRICT 7
- 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
- 44 GRESHAM-BARLOW SCHOOL DISTRICT
- 45 HARNEY COUNTY SCHOOL DIST. NO.3
- 46 HARNEY EDUCATION SERVICE DISTRICT
- 47 HEAD START OF LANE COUNTY
- 48 HERITAGE CHRISTIAN SCHOOL
- 49 HIGH DESERT EDUCATION SERVICE DISTRICT
- 50 HOOD RIVER COUNTY SCHOOL DISTRICT
- 51 JACKSON CO SCHOOL DIST NO.9
- 52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
- 53 JEFFERSON SCHOOL DISTRICT
- 54 KLAMATH FALLS CITY SCHOOLS
- 55 LA GRANDE SCHOOL DISTRICT
- 56 LAKE OSWEGO SCHOOL DISTRICT 7J
- 57 LANE COUNTY SCHOOL DISTRICT 4J
- 58 LANE COUNTY SCHOOL DISTRICT 69
- 59 LEBANON COMMUNITY SCHOOLS NO.9
- 60 LINCOLN COUNTY SCHOOL DISTRICT
- 61 LINN CO. SCHOOL DIST. 95C - SCIO SD
- 62 LOST RIVER JR/SR HIGH SCHOOL
- 63 LOWELL SCHOOL DISTRICT NO.71
- 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
- 65 MCMINNVILLE SCHOOL DISTRICT NO.40
- 66 MEDFORD SCHOOL DISTRICT 549C
- 67 MITCH CHARTER SCHOOL
- 68 MOLALLA RIVER ACADEMY
- 69 MOLALLA RIVER SCHOOL DISTRICT NO.35
- 70 MONROE SCHOOL DISTRICT NO.1J
- 71 MORROW COUNTY SCHOOL DISTRICT
- 72 MT. ANGEL SCHOOL DISTRICT NO.91
- 73 MT.SCOTT LEARNING CENTERS
- 74 MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
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6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
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106	LIFEWORKS NW	178	SAIF CORPORATION
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109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION		

- 231 TRILLIUM FAMILY SERVICES, INC.
- 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
- 233 UNION GOSPEL MISSION
- 234 UNITED CEREBRAL PALSY OF OR AND SW WA
- 235 UNITED WAY OF THE COLUMBIA WILLAMETTE
- 236 US CONFERENCE OF MENONNITE BRETHERN CHURCHES
- 237 US FISH AND WILDLIFE SERVICE
- 238 USAGENCIES CREDIT UNION
- 239 VERMONT HILLS FAMILY LIFE CENTER
- 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
- 241 VOLUNTEERS OF AMERICA OREGON
- 242 WE CARE OREGON
- 243 WESTERN RIVERS CONSERVANCY
- 244 WESTERN STATES CENTER
- 245 WESTSIDE BAPTIST CHURCH
- 246 WILD SALMON CENTER
- 247 WILLAMETTE FAMILY
- 248 WILLAMETTE VIEW INC.
- 249 WOODBURN AREA CHAMBER OF COMMERCE
- 250 WORD OF LIFE COMMUNITY CHURCH
- 251 WORKSYSTEMS INC
- 252 YOUTH GUIDANCE ASSOC.
- 253 YWCA SALEM
- 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
- 2 ALOHACARE
- 3 AMERICAN LUNG ASSOCIATION
- 4 BISHOP MUSEUM
- 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
- 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
- 7 EAH, INC.
- 8 EASTER SEALS HAWAII
- 9 GOODWILL INDUSTRIES OF HAWAII, INC.
- 10 HABITAT FOR HUMANITY MAUI
- 11 HALE MAHAOLU
- 12 HAROLD K.L. CASTLE FOUNDATION
- 13 HAWAII AGRICULTURE RESEARCH CENTER
- 14 HAWAII EMPLOYERS COUNCIL
- 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- 16 HONOLULU HABITAT FOR HUMANITY
- 17 IUPAT, DISTRICT COUNCIL 50
- 18 LANAKILA REHABILITATION CENTER INC.
- 19 LEEWARD HABITAT FOR HUMANITY
- 20 MAUI COUNTY FCU
- 21 MAUI ECONOMIC DEVELOPMENT BOARD
- 22 MAUI ECONOMIC OPPORTUNITY, INC.
- 23 MAUI FAMILY YMCA
- 24 NA HALE O MAUI
- 25 NA LEI ALOHA FOUNDATION
- 26 NETWORK ENTERPRISES, INC.
- 27 ORI ANUENUE HALE, INC.
- 28 PARTNERS IN DEVELOPMENT FOUNDATION
- 29 POLYNESIAN CULTURAL CENTER
- 30 PUNAHOU SCHOOL
- 31 ST. THERESA CHURCH
- 32 WAIANAE COMMUNITY OUTREACH
- 33 WAILUKU FEDERAL CREDIT UNION
- 34 YMCA OF HONOLULU

No. Special/Independent Districts

- 1 BAY AREA HOSPITAL DISTRICT
- 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
- 3 CENTRAL OREGON IRRIGATION DISTRICT
- 4 CHEHALEM PARK AND RECREATION DISTRICT
- 5 CITY COUNTY INSURANCE SERVICES
- 6 CLEAN WATER SERVICES
- 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
- 8 COLUMBIA RIVER PUD

- 9 DESCHUTES COUNTY RFPD NO.2
- 10 DESCHUTES PUBLIC LIBRARY SYSTEM
- 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
- 12 GASTON RURAL FIRE DEPARTMENT
- 13 GLADSTONE POLICE DEPARTMENT
- 14 GLENDALE RURAL FIRE DISTRICT
- 15 HOODLAND FIRE DISTRICT NO.74
- 16 HOODLAND FIRE DISTRICT #74
- 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
- 18 KLAMATH COUNTY 9-1-1
- 19 LANE EDUCATION SERVICE DISTRICT
- 20 LANE TRANSIT DISTRICT
- 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 22 MARION COUNTY FIRE DISTRICT #1
- 23 METRO
- 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
- 25 MONMOUTH - INDEPENDENCE NETWORK
- 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
- 27 NEAH KAH NIE WATER DISTRICT
- 28 NW POWER POOL
- 29 OAK LODGE WATER DISTRICT
- 30 OR INT'L PORT OF COOS BAY
- 31 PORT OF ST HELENS
- 32 PORT OF UMPQUA
- 33 REGIONAL AUTOMATED INFORMATION NETWORK
- 34 RIVERGROVE WATER DISTRICT
- 35 SALEM AREA MASS TRANSIT DISTRICT
- 36 SANDY FIRE DISTRICT NO. 72
- 37 SUNSET EMPIRE PARK AND RECREATION
- 38 THE NEWPORT PARK AND RECREATION CENTER
- 39 THE PORT OF PORTLAND
- 40 TILLAMOOK PEOPLES UTILITY DISTRICT
- 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
- 42 TUALATIN VALLEY FIRE & RESCUE
- 43 TUALATIN VALLEY WATER DISTRICT
- 44 UNION SOIL & WATER CONSERVATION DISTRICT
- 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
- 46 WEST VALLEY HOUSING AUTHORITY
- 47 WILLAMALANE PARK AND RECREATION DISTRICT
- 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

- 1 BOARD OF MEDICAL EXAMINERS
- 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
- 3 OFFICE OF THE STATE TREASURER
- 4 OREGON BOARD OF ARCHITECTS
- 5 OREGON CHILD DEVELOPMENT COALITION
- 6 OREGON DEPARTMENT OF EDUCATION
- 7 OREGON DEPARTMENT OF FORESTRY
- 8 OREGON DEPT OF TRANSPORTATION
- 9 OREGON DEPT. OF EDUCATION
- 10 OREGON LOTTERY
- 11 OREGON OFFICE OF ENERGY
- 12 OREGON STATE BOARD OF NURSING
- 13 OREGON STATE POLICE
- 14 OREGON TOURISM COMMISSION
- 15 OREGON TRAVEL INFORMATION COUNCIL
- 16 SANTIAM CANYON COMMUNICATION CENTER
- 17 SEIU LOCAL 503, OPEU
- 1 ADMIN. SERVICES OFFICE
- 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
- 3 HAWAII HEALTH SYSTEMS CORPORATION
- 4 SOH- JUDICIARY CONTRACTS AND PURCH
- 5 STATE DEPARTMENT OF DEFENSE
- 6 STATE OF HAWAII
- 7 STATE OF HAWAII
- 8 STATE OF HAWAII, DEPT. OF EDUCATION

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TELEVISION

Parents' greatest fear propels Starz's 'The Missing'

Actors relate to pain and try to find truth in worst-case drama

Bill Keveney @billkev USA TODAY

The loss of a child is a primal fear, a repellent concept in real life but so basic and relatable that it's a strong attraction for a fictional story.

Starz's 'The Missing', premiering Saturday, is an eight-episode drama, the latest built around the disappearance or death of a child or teen, joining Fox's 'Gracepoint' (Thursdays 9 ET/PT), a remake of the U.K.'s 'Broadchurch'...



After their son vanishes, the relationship between Emily (Frances O'Connor) and Tony (James Nesbitt) suffers.

it's their worst nightmare," says Atlanta media psychologist Robert Simmermon. "It's as if they can keep ahead of it (and) in some way might be more protect-

ed from having something like that happen to them."

In 'The Missing', Tony Hughes (James Nesbitt) and his wife, Emily (Frances O'Connor) play a British couple vacationing in France in 2006 when their 5-year-old son, Oliver, gets separated from his father after a swim. A guilty Tony desperately searches for his son for nearly a decade, ruining his marriage even as he picks up clues that could explain what happened.

O'Connor says she and Nesbitt can relate: "We both have lost our children for a few minutes where you're like 'God, where is my child?' Most parents, at some point, have kind of gone through that. We love our children, but they make us vulnerable."

Nesbitt tried to identify with Tony's pain. "Being in a foreign country with a different language, justice system and culture, Tony

and Emily "are totally disconnected," he says. "It can only add to the awful isolation."

A French investigator, Julien Baptiste (Tcheke Karyo), initially is suspicious of Tony but eventually pursues the case with him in 2014. "Two disparate souls who were antagonistic in 2006 (are) somehow drawn together again in 2014," Nesbitt says.

With the pain and stress of dealing with their son's disappearance, Tony and Emily ultimately see their relationship unravel.

"Tony, because he was there when Ollie went missing, feels a great burden of responsibility," O'Connor says, but Emily "loses herself, because she feels so out of control."

Tony, prone to violent outbursts, "has to self-destroy," Nesbitt says. "That's his journey to deal with his guilt."

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NOTICES PUBLIC NOTICE Notice to Bidders Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for: Asphalt & Concrete Paving #24-14 Instructional and Educational Resources #21-14 Logistics Services & International Document and Small Package Courier Services #23-14 Modular Buildings #20-14 Multi-Platform Systems & Mobile Device Management #22-14 Self-Enforcing Parking Meters #18-14 Telecommunication Services #17-14 Underground Water, Sewer and Storm Utility Product #19-14 Due Thursday, December 11, 2014 at 2:00 PM CST Sealed responses are due and will be publicly opened in the Region 14 ESC offices located at 1850 Highway 351, Abilene, TX 79601. To request a copy of specifications, please visit NCPA's website www.ncpa.us.

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TRAVEL DISCOUNT TRAVEL AIR AWARDS BUY/SELL UP TO 50% SAVINGS! BUSINESS, FIRST CLASS, INTERNATIONAL TRAVEL. (800) 859-8695 • (952) 461-5050 NOTICES PUBLIC NOTICE MISSING CARMESIA FLANNIGAN DOB: Oct 30, 1998 Sex: Female Race: Black Missing: Dec 18, 2013 Hair: Brown Age Now: 16 Eyes: Brown From: Montgomery, AL NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN 1-800-THE-LOST

PUZZLES

Report puzzle problems to us at feedback@usatoday.com or 1-800-872-7073

CROSSWORD

EDITED Timothy Parker BY Jolene Andrews

RANDOM AMOUNT

- ACROSS 1 Bill of cowboy legend 6 "Not only that..." 10 Snorkeling wear 14 Greek marketplace 15 Contraction not in the King's English 16 Diaper cream ingredient 17 James Jones novel or Shirley Maclaine film 20 Baseball, e.g. 21 Biological subdivision 22 Medium-sized sofa 24 Tide classification 27 Hallucinogen letters 30 Morse code sound 31 Fond du lac, Wisc. 33 Fix, as a horse race 35 Away from the wind, to sailors 37 Sure-footed pet 39 Legally accountable 41 What a clue provides 44 Evening affair 45 Formal requirement 46 "Thereabouts" 47 Photo (media events) 48 Tokyo before it was Tokyo 50 Bride's title 52 "America the Beautiful" ender 53 ___ lily (Utah state flower) 55 Ages, as cheese 58 Butchered remains 60 Ambitions 63 As good a time as any

Crossword grid with numbers 1-73 and black squares indicating non-letter positions.

Answers for crossword puzzle: 1 They're part of concert equipment 2 They give people big heads 3 Free, as a ticket 4 Triple-layer treats 5 Like some vows 6 One of the Ewings on "Dallas" 7 Feudal vassal 8 Disentangle, as fishing line 9 "Star Trek" weapon setting 10 Dwelling of clergymen 11 He dethroned Foreman 12 Prince, to a king 13 Frat-house order 18 Stapled together, e.g. 19 Vatican ambassador 23 Ethnic cuisine 25 Garden shelters 26 Covered with soft hair 27 Bronco catcher 28 Single-masted boats 29 Life's conclusion 32 Hyde, to Jekyll 34 Columbus was born there 36 Musket add-on? 38 Blasting stuff 40 In times past 42 Start on the links 43 Hobbling walk 49 Popular fruit 51 Was a sound sleeper? 54 Folks on the move 56 Severe colic 57 Better balanced? 59 Italian-made auto 61 Italian coin, once 62 Scissors cut 63 Wine description 64 In vitro items 65 Sign on many doors 66 Greeted 67 Capital of Greece?

WORD ROUNDUP

By David L. Hoyt and Jeff Knurek 11/13 Find and Circle: Nine things meant to be worn in "The Pink Panther" Two Florida cities ___ Korea Bog or swamp Wednesday's answer: LANDFILL LITERAL LOGICAL LAWFUL LETHAL LAPEL LULL / FORWARD CENTER GUARD / HAWK DOVE LOON / PORTLAND SEATTLE / PANDA

QUICKCROSS

By John Wilmes 11/13 Grid with clues: Jedi master, By mouth, Microbe, Types of beers, Meditative method, Former MLB player Hershiser, Challenge, Gifts. Includes QR code for mobile games.

UP & DOWN WORDS By David L. Hoyt and Russell L. Hoyt 11/13 1. OK 2. 3. 4. 5. 6. 7. NEWS Clues: 1. "This Too Shall Pass" band 2. Request by a QB 3. REM state 4. Stay in bed until noon 5. Letterman's program 6. Entertainment industry 7. CNBC's specialty Wednesday's Answer: SPECIAL GUEST BOOK CLUB SODA POP MUSIC FESTIVAL

SUDOKU

Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 (no repeats). Grid with numbers 2, 6, 3, 9, 3, 9, 6, 8, 7, 2, 9, 5, 8, 2, 5, 2, 6, 4, 1, 1, 8, 2, 3. Includes QR code for mobile games.

Complete the grid so that every row, column and 3x2 box contains the numbers 1 through 6 (no repeats). Grid with numbers 1, 3, 2, 1, 5, 6, 4, 3, 6, 6, 3, 1. Includes QR code for mobile games.

TXTPERT Today's theme: Capitals Use the phone keypad to decode the clues. For example: 2 could be A, B or C... and 5/6/8 could be LOST

DON'T QUOTE ME! Journalist Maureen Dowd thinks about the dangers of fame. Rearrange the words to complete the quote. AUTHORITY BEAUTIFUL CELEBRITY DEMOCRACY DESERVE FAMOUS GIVING DISTORTS BY THE RICH, AND MORE THAN THEY

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NOTICES

PUBLIC NOTICE

Proposal Number	Proposal Name	Proposal Due Date	Proposal Due Time	Contract Effective Date
484-15	Automotive Grease, Oils, Lubricants, Transmission Fluids, and Other Automotive Fluids	12/12/2014	2:00 PM	2/1/2015
485-15	Facility Maintenance and Operations Services	2/18/2015	2:00 PM	6/1/2015
486-15	Voice Broadcast Communications Systems	2/24/2015	2:00 PM	8/1/2015
487-15	Instructional Materials (State-adopted and Non-adopted)	2/25/2015	2:00 PM	8/1/2015
488-15	Regional Statewide JOC (Gordian)	3/11/2015	2:00 PM	6/1/2015
489-15	Rental Services of Construction Equipment, Vehicles, and Other Equipment	3/25/2015	2:00 PM	9/1/2015
490-15	Custodial Supplies and Equipment	4/8/2015	2:00 PM	9/1/2015
491-15	Fire Apparatus	4/15/2015	2:00 PM	9/1/2015
492-15	Ambulance	4/29/2015	2:00 PM	9/1/2015
493-15	Fire Security Systems and Monitoring	5/13/2015	2:00 PM	10/1/2015
494-15	Sand Spreading Equipment	5/20/2015	2:00 PM	10/1/2015
495-15	Police Motorcycles	5/27/2015	2:00 PM	10/1/2015

Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 and then opened

NOTE: Specifications will be available on-line one month prior to due date. Proposal Specifications may be obtained from our web site www.vendor.buyboard.com or from the offices of the Texas Association of School Boards, Cooperative Purchasing Office 12007 Research Blvd., Austin, TX 78759. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

PUBLIC NOTICE

Notice to Bidders

Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for:

- Asphalt & Concrete Paving #24-14
- Instructional and Educational Resources #21-14
- Logistics Services & International Document and Small Package Courier Services #23-14
- Modular Buildings #20-14
- Multi-Platform Systems & Mobile Device Management #22-14
- Self-Enforcing Parking Meters #18-14
- Telecommunication Services #17-14
- Underground Water, Sewer and Storm Utility Product #19-14

Due Thursday, December 11, 2014
at 2:00 PM CST

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To request a copy of specifications, please visit NCPA's website www.ncpa.us.

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NOTICES

PUBLIC NOTICE

MISSING

RAVEN HOWARD



DOB: Sep 25, 1997
Sex: Female
Race: White
Missing: May 23, 2014
Hair: Blonde
Age Now: 17
Eyes: Blue

From: Apopka, FL

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Tenth Order of Business

10B.

Globaltech, Inc.
CSID Engineer's Report
June 10, 2016

PROJECTS UNDER CONTRACT

WA #107 – WTP Four-Log BCHD Submittal – In closeout

- Awaiting BCHD response to comments.

WA #108 – HSPs 5 and 6 Pump and Motor Installation – In closeout

- HSP 5 and 6 have been installed and are operational.
- Vibration in the pumping system. Pump manufacturer's representative conducted site visit. Globaltech awaiting pump representative report to review.

WA #109 – WWTP Blower Study - In progress

- Preparing draft report. Anticipate report to be submitted by June 15, 2016.

WA #110 – Degasifier Cleaning Pump - In progress

- Pump and trailer has been delivered to site. Met with staff to coordinate pipe, hose, and fittings with respect to location of trailer during use. Placed order for needed pipe fittings to match hose fittings. Awaiting fitting to arrive to schedule installation.

WA #112 – Canal Bank Restoration of Site 9 – In design

- Finalizing Report of Findings. WA#116 to be submitted for restoration work.

WA #113 – Canal Bank Restoration of Site 1A – In progress

- Site work substantially complete. Final site walk through scheduled for June 14.
- Contractor beginning to demobilized.

WA #114 – Reuse Letter Report – In progress

- Reuse Letter Report in preparation.

WA #115 – Lime Plant Demolition – In progress

- Contracting with demolition and electrical subcontractor. Construction schedule to be drafted once subcontractor schedules are obtain.
- Preparing equipment list. Began procurement of equipment.

PROJECTS PENDING

- WA#116 – Site 9 Canal Bank Restoration Consturction
- WA#117 – Tamarac interconnect – Preparing WA for submittal to staff.
- WA #__ – Margate interconnect –WA submitted to staff. Staff negotiating with Margate.
- WA #__ – Effluent Pump Station Electrical Improvements – Submitted to staff.

10C.

**Coral Springs Improvement District
Utility Billing Work Orders**

2016	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<i>Customer Inquiry requiring work order</i>	28	32	25	44	49								178
<i>Mis-Reads</i>	5	3	2	0	2								12
<i>Meter Calibration Tests</i>	0	0	0	0	0								0

2015	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<i>Customer Inquiry requiring work order</i>	40	27	33	33	43	43	40	37					296
<i>Mis-Reads</i>	4	2	0	0	0	1	0	3					10
<i>Meter Calibration Tests</i>	1	2	0	0	0	0	0	0					3

2014	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<i>Customer Inquiry requiring work order</i>	33	43	45	60	50	73	45	52	47	43	51	52	594
<i>Mis-Reads</i>	7	5	8	5	3	9	4	2	0	6	3	3	55
<i>Meter Calibration Tests</i>	0	0	0	0	0	0	1	0	0	0	0	0	1

Demarco, Sandra

From: Dan Daly <dand@fladistricts.com>
Sent: Thursday, June 09, 2016 7:25 AM
To: Demarco, Sandra; Cassel, Kenneth; 'David McIntosh'
Subject: FW: Thank you!

Ken, did you want to include this email in the agenda?

Dan

From: Mo Malki [mailto:momalki@membranechemicals.com]
Sent: Wednesday, June 08, 2016 8:00 PM
To: David McIntosh <davidm@fladistricts.com>
Cc: 'Joe Stephens' <joes@fladistricts.com>; 'Cassel, Ken' <kcassel@severntrentservices.com>; 'DAN' <DAND@FLADISTRICTS.COM>; Gaudencio "Ding" Cabrerros <gcabrerros@membranechemicals.com>; John Hall <jhall@membranechemicals.com>
Subject: RE: Thank you!

Hello David,

Thank you for the kind words. We really appreciate having CSID as a customer, and it's a pleasure to work with Joe and his team.

We consider ourselves more of a solutions provider than a chemicals supplier, and it's therefore our priority that your plant runs optimally while using our chemicals. Providing the cleaning chemicals and training on their use was an essential part of attaining that goal.

We look forward to continuing to work with everyone at CSID.

Best regards,

Mo Malki
CEO/Technical Director



American Water Chemicals, Inc
1802 Corporate Center Lane | Plant City, FL 33563 USA
Tel: 813-246-5448 x 202 | Cell: 813-220-4703
www.membranechemicals.com

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From: David McIntosh [<mailto:davidm@fladistricts.com>]
Sent: Tuesday, June 7, 2016 12:09 PM
To: Mo Malki <momalki@membranechemicals.com>
Cc: 'Joe Stephens' <joes@fladistricts.com>; 'Cassel, Ken' <kcassel@severntrentservices.com>; 'DAN' <DAND@FLADISTRICTS.COM>
Subject: Thank you!

Mr. Malki

On behalf of the Coral Springs Improvement District, I would like to express our sincere thanks for the assistance that your company has provided to our water plant operations over the past several years. I want you to know that we are very pleased with the quality of service your company provides. We sincerely appreciate your responsiveness and the way you conduct business.

The recent incident where we experienced increased pressures in two of our nanofiltration trains was a great demonstration of your company's view of customer service. As well as providing immediate troubleshooting advice and suggestions to resolve the issue your company became intimately involved in helping us to deal with it. You undertook testing samples of the antiscalant to determine if your chemical was at fault, and committed to providing free of charge any remedial actions if this was the case. In the meantime you provided your technician free of charge including two nights in a hotel and free low pH chemicals to carry out the cleaning of train 2 while the chemical evaluation was going on.

I want to compliment two of your excellent employees. I am told that Mr. Gaudencio 'Ding' Caberos provided exceptional assistance and training to our employees during this cleaning event. Please extend our heartfelt appreciation and our commendations to him for the way he represents your company. I am also instructed to note and express to you that John Hall has been a first-rate representative for your firm. Please express our thanks to him. Joe Stephens is also extremely complimentary of the service that you personally provide- thank you very much.

We are glad that after carrying out the appropriate due diligence you have taken responsibility for the entire cost of cleaning both of our nanofiltration trains. This action, as well as the steps you have taken with your supplier to ensure that this problem does not recur goes a long way in maintaining our confidence in your organization.

We will be happy to recommended your company to others because of our satisfaction with your service. We look forward to doing business with you for years to come.

Best Regards,
David McIntosh
Director of Utilities
Coral Springs Improvement District



June Report to the Board of Directors for the Water Plant

Report Includes Updates Through 6/10/2016

Interconnects with the City of Coral Springs

The city has once again asked for our help via the interconnect. On Friday morning 6/3 we opened both interconnects and provided them with a total of 1,858,000 gallons before we closed it that same night.

High service pump # 6

The pump and motor have been installed and aligned. We have collected samples to bacteriologically clear the new pump and the results have come back fine. As per Dr. Shank we ran this pump alone on the west end of the manifold to try and provide more water to it to help the cavitation however it did not seem to make a difference.

Lime plant demolition

After inquiring with Globaltech to check on the progress of this WA they have stated that they are contracting with subcontractors (demo and electrical), and preparing the list of items to procure. Once the subcontractors are on a contract they will develop a demolition schedule.

Degasifier cleaning project

The trailer mounted cleaning pump has finally arrived. Globaltech has ordered the fittings necessary to couple to the pump. Once they are installed we will order the hoses with the appropriate fittings to connect to the degasifiers. After all is in place we will conduct startup with Globaltech and perform our first degasifier cleaning.

1 million gallon storage tank cleaning

Staff took the 1 million gallon storage tank out of service and performed a thorough cleaning and inspection on it. We found the hatch door was in questionable condition so we have ordered a new one. We have bacteriologically cleared the tank and have placed it back in service.

Superchlorination

Our annual super chlorination event will take place this year starting on July 15th and ending on July 29th. We are coordinating this with the other utilities in the City. As in previous years we will be posting a notice in the newspaper in order to satisfy the notification requirement to the public.

Annual Lead and Copper sampling

We have been approved to move to reduced monitoring for lead and copper because of our historically excellent results since we have been at the new plant. We were having to test bi annually and now will only be testing once per year. We also only need to collect 30 samples vs the 60 we were required to collect on the increased bi annual monitoring (\$ savings). The maximum level of lead allowed is 0.015 ppm (parts per million). Our highest result in 2015 was 0.0025 ppm and our average was 0.00044 ppm.

CCR (Consumer Confidence Report)

After calling the supervisor (Rafael Reyes) at the Health Department I was able to have the CCR reviewed the same day and received their comments that afternoon. I have already made the necessary adjustments and forwarded everything to Gemini (the publisher). They are working on it and I expect to have it back by Tuesday 6/14. I will then send it back to the Health Department for final approval and then a URL link will be added to our website by July 1st to provide access to it for the public as required.

Cost savings

Removing unnecessary testing from our routine

After completing our annual sampling event, as we have done in previous years, we realized that there has been some sampling performed that is not required. We will no longer be testing for disinfection byproducts on the POE (point of entry) sample or on the well composite samples. We test for disinfection byproducts quarterly from specified addresses in the distribution system therefore it is not required at the POE. The wells do not receive disinfection at each well site regularly therefore there can be no disinfection by products. This equates to a savings of **\$868 annually**.

Membrane cleaning

Towards the end of May we had an event at night which caused an increase in feed pressure to the second stage on the two trains we had running (2&3). We narrowed it down to the antiscalant pump skids wye strainer becoming obstructed because of a precipitation that was occurring in the chemical. We sent the plugged strainer and a sample out for testing and found out that it was not a foreign substance and that the precipitates were part of the chemicals original makeup. Because of identifying and proving this the chemical supplier is covering the cost of five 55 gallon drums of low pH membrane cleaner (\$1,130 ea.) as well as a technician for four 12 hour days to assist with the cleaning (\$6,800 total). They have identified the source and guarantee it will not occur again. Both of these trains were slated to be cleaned anyway so this is a total cost savings to us of **\$12,450**. (We completed the cleaning of train #2 on May 26th and train #3 is scheduled to be cleaned in early July)

Coral Springs Improvement District
Wastewater Department Report
June 2016 Board Meeting

Ongoing Projects

Globaltech has notified the District that they are progressing with the following approved work authorizations (WA):

- WA # 109 - Wastewater Treatment Plant Blower Study. Draft report is due to CSID by June 15, 2016.
- WA # 114 – Reuse Feasibility Report. The final report to be submitted to CSID is July 18, 2016.

Operations

Plant E was taken offline for annual maintenance.

- Staff is preparing Plant E to be put back online.

**CORAL SPRINGS IMPROVEMENT DISTRICT
DRAINAGE REPORT
June 20,2016**

- Work at site 1A of the bank restoration project is almost complete and the contractor is preparing to demobilize from the site.
- 2,000 Triploid grass carp were delivered on June 10, 2016 and still have 1,000 1,000 still left to be delivered.
- Total recorded rainfall for the month of May was 2.91 inches.
- Service on all engines at C.S.I.D pump station #1 & #2 has been completed and LP gas tanks are full in preparation for hurricane season.

Coral Springs Improvement District's Water Distribution and Wastewater Collection

Department Report

6-20-16 board Meeting

- * There were 33 water breaks in the month of May, up slightly from last month

- * The field department will be meeting with a representative with the Florida Rural Water Association to Go over acoustic leak detection and other water loss locating methods

- * Trio Development Corporation has finished lift station 20 rehab project and came in Significantly under budget

- * Our Annual Cross Connection Control Survey Has begun for Residential accounts this month There are a high percentage of customers who need to comply with the current regulations

FINANCIALS

Coral Springs Improvement District

Financial Reporting
for
MAY 2016

June 20, 2016
Board of Supervisors Meeting

Coral Springs Improvement District
 Balance Sheet
 All Fund Types and Account Groups

May 31, 2016

Description	General Fund	Water & Sewer Fund	General Fixed Assets	Totals
ASSETS				
Cash & Cash Equivalents:				
Checking Accounts	\$ 2,435,424	\$ 11,266,962	\$ -	\$ 13,702,386
Cash on Hand	-	500	-	500
Money Market Accounts	4,089,911	7,144,704	-	11,234,615
State Board of Admin. (Net)	-	-	-	-
Certificates of Deposit	260,928	257,486	-	518,414
Restricted Cash	-	-	-	-
Restricted Investments	-	6,255,200	-	6,255,200
Accounts Receivable	-	484,917	-	484,917
Unbilled Utility Revenues Receivable	-	767,700	-	767,700
Accrued Interest Receivable	3,621	4,675	-	8,296
Due from Other Funds	-	38,017	-	38,017
Due from Other District-Trash Bond	-	2,500	-	2,500
Prepaid Expenses	8,703	140,233	-	148,936
Land	-	361,739	553,200	914,939
Easements	-	394,998	-	394,998
Meters in Field (Net)	-	1,615,218	-	1,615,218
Machinery & Equipment (Net)	-	427,260	671,792	1,099,052
Imp. Other than Bldgs (Net)	-	56,977,721	6,766,470	63,744,191
Buildings (Net)	-	206,663	-	206,663
Construction in Progress	-	1,203,964	4,353,577	5,557,541
Total Assets	\$ 6,798,587	\$ 87,550,457	\$ 12,345,039	\$ 106,694,083

Coral Springs Improvement District
 Balance Sheet
 All Fund Types and Account Groups

May 31, 2016

Description	General Fund	Water & Sewer Fund	General Fixed Assets	Totals
<u>LIABILITIES</u>				
Accounts Payable	\$ 87,025	\$ 121,200	\$ -	\$ 208,225
Contracts Payable	-	-	-	-
Retainage Payable	105,219	-	-	105,219
Accrued Int Payable-2007 Series	-	967,985	-	967,985
Accrued R & R Reserve	-	-	-	-
Accrued Wages Payable	11,762	77,654	-	89,416
Accrued Vac/Sick Time Payable	-	210,029	-	210,029
Pension Payable	-	-	-	-
Utility Tax Payable	-	58,595	-	58,595
Payroll Taxes Payable	-	-	-	-
Deposits	22,500	564,215	-	586,715
Due to Other Funds	38,017	-	-	38,017
Net OPEB Obligation	-	211,948	-	211,948
Bonds Payable	-	42,227,500	-	42,227,500
Bond Discount-2007 Series	-	(660,247)	-	(660,247)
Total Liabilities	264,523	43,778,879	-	44,043,402
<u>FUND BALANCE / NET POSITION</u>				
Fund Balance:				
Unspendable	8,703	-	-	8,703
Assigned	4,850,000	-	-	4,850,000
Unassigned	1,675,361	-	-	1,675,361
Net Position	-	43,771,578	-	43,771,578
Investment in GFA	-	-	12,345,039	12,345,039
Total Fund Balance / Net Assets	6,534,064	43,771,578	12,345,039	62,650,681
Total Liabilities & Fund Balance / Net Assets	\$ 6,798,587	\$ 87,550,457	\$ 12,345,039	\$ 106,694,083

Coral Springs Improvement District
General Fund
 Statement of Revenues, Expenditures and Change in Fund Balance

For the Period Ending May 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 05-31-16	Actual 8 Months Ending 05-31-16	Variance Favorable (Unfavorable)
REVENUES:				
Assessments (Net)	\$ 1,781,758	\$ 1,781,758	\$ 1,772,633	\$ (9,125)
Permit Review Fees	1,000	1,000	5,450	4,450
Interest Income	2,400	2,400	12,612	10,212
Shared Personnel Rev.	31,019	20,679	20,679	-
Miscellaneous Revenue	-	-	37,779	37,779
Carry Forward Assigned Funds	1,900,000	-	-	-
Total Revenues	3,716,177	1,805,837	1,849,153	43,316

EXPENDITURES:				
Administrative				
Supervisor Fees	7,200	4,800	4,800	-
Salaries/Wages	124,846	81,630	89,143	(7,513)
Special Pay	227	227	209	18
FICA Taxes	10,103	6,606	7,201	(595)
Pension Expense	12,484	8,163	9,826	(1,663)
Health Insurance	30,276	20,184	11,072	9,112
Workers Comp. Ins.	355	237	134	103
Engineering Fees	30,000	20,000	11,054	8,946
Attorney Fees	24,000	16,000	42,082	(26,082)
Special Consulting Services	20,000	2,925	2,925	-
Annual Audit	7,622	7,622	7,600	22
Actuarial Computation-OPEB	435	-	-	-
Management Fees	52,450	34,967	34,967	-
Communications-Telephone	2,961	1,974	1,974	-
Postage	636	424	441	(17)
Printing & Binding	2,520	1,680	1,680	-
Building Rent	12,000	8,000	8,000	-
Insurance	1,000	667	694	(27)
Legal Advertising	2,000	404	404	-
Contingencies/Other Current Charges	-	-	-	-
Fire & EMS Assessments	10,880	-	-	-
Technology Expense	15,000	10,000	10,031	(31)
Digital Record Management	5,000	5,000	7,337	(2,337)
Office Supplies	6,000	4,000	4,857	(857)
Dues, Subscriptions	7,500	280	280	-
Promotional Expenses	3,600	1,888	1,888	-
Capital Outlay	-	-	-	-
Total Administrative	389,095	237,678	258,599	(20,921)

Coral Springs Improvement District
General Fund
 Statement of Revenues, Expenditures and Change in Fund Balance

For the Period Ending May 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 05-31-16	Actual 8 Months Ending 05-31-16	Variance Favorable (Unfavorable)
Field Operations				
Salaries and Wages	320,927	209,837	206,957	2,880
Special Pay	1,246	1,246	1,245	1
FICA Taxes	24,551	16,053	15,645	408
Pension Expense	32,093	20,984	22,771	(1,787)
Health Insurance	78,486	52,324	66,975	(14,651)
Worker's Comp. Insurance	17,778	11,852	6,767	5,085
Water Quality Testing	4,700	3,133	1,323	1,810
Communications-Radios/Cellphones	1,380	920	847	73
Electric Expense	1,224	816	878	(62)
Rentals & Leases	-	-	-	-
Insurance	28,446	18,964	9,781	9,183
R & M - General	63,953	42,635	17,313	25,322
R & M - Culvert Inspection & Cleaning	50,000	35,000	35,000	-
R & M - Canal Dredging & Maintenance	25,000	-	-	-
R & M - Vegetation Management	20,000	-	-	-
Operating Supplies - General	25,525	17,017	2,449	14,568
Operating Supplies - Chemicals	89,396	59,597	55,728	3,869
Operating Supplies - Uniforms	1,697	1,131	1,008	123
Operating Supplies - Motor Fuels	34,210	22,807	7,403	15,404
Dues, Licenses	5,170	1,213	1,213	-
Capital Outlay-Equipment	1,300	-	-	-
Capital Improvements	1,900,000	330,829	330,829	-
Total Field	2,727,082	846,358	784,132	62,226
Total Expenditures	3,116,177	1,084,036	1,042,731	41,305
Reserves:				
Reserved for 1st Qtr Operating	350,000	233,333	-	233,333
Reserved for Projects & Emergencies	250,000	166,667	-	166,667
Total Reserves	600,000	400,000	-	400,000
Total Expenditures & Reserves	3,716,177	1,484,036	1,042,731	441,305
Excess Revenues Over (Under)				
Expenditures & Reserves	\$ -	\$ 321,801	806,422	\$ 484,621
Fund Balance Beginning			5,727,642	
Fund Balance Ending			\$ 6,534,064	

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets
 For the Period Ending May 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 05-31-16	Actual 8 Months Ending 05-31-16	Variance Favorable (Unfavorable)
REVENUES:				
Water Revenue	\$ 6,467,008	\$ 4,311,339	\$ 4,314,737	\$ 3,398
Sewer Revenue	5,852,977	3,901,985	3,912,532	10,547
Standby Revenue	1,872	1,248	1,674	426
Processing Fees	12,000	8,000	14,340	6,340
Lien Information Fees	9,000	6,000	14,975	8,975
Delinquent Fees	45,000	30,000	34,260	4,260
Contract Utility Billing Services	55,979	37,319	37,319	-
Contract HR & Payroll Services	11,807	7,871	7,871	-
Facility Connection Fees	-	-	1,200	1,200
Meter Fees	1,000	667	325	(342)
Line Connection Fees	-	-	5,650	5,650
Interest Income-2007 Bonds	-	-	6,750	6,750
Interest Income-Other	-	-	26,603	26,603
Rental Income	58,951	39,301	39,301	-
Technology Sharing Revenue	15,000	10,000	10,000	-
Misc. Revenues	12,000	8,000	27,783	19,783
Unrealized Gain (Loss)-SBA	-	-	-	-
Transfer from R & R Fund	313,800	54,015	54,015	-
Carryforward Prior Yr Fund Balance	-	-	-	-
Total Revenues	12,856,394	8,415,745	8,509,335	93,590

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending May 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 05-31-16	Actual 8 Months Ending 05-31-16	Variance Favorable (Unfavorable)
<u>EXPENSES:</u>				
<u>Administrative</u>				
Salaries/Wages/Overtime	836,228	546,764	537,023	9,741
Special Pay	1,992	1,992	2,028	(36)
FICA Taxes	63,972	41,828	39,553	2,275
Pension Expense	91,985	60,144	59,048	1,096
Health Insurance	150,132	100,088	92,326	7,762
Workers Comp. Insurance	5,478	3,652	822	2,830
Unemployment Comp	1,000	1,000	3,850	(2,850)
Engineering Fees	24,000	9,025	9,025	-
Trustee Fees and Other Exp.	14,911	600	600	-
Attorney Fees	12,000	8,000	8,411	(411)
Special Council Services	25,000	10,398	10,398	-
Travel & Per Diem	4,500	-	-	-
Annual Audit	11,400	11,400	11,400	-
Actuarial Computation-OPEB	3,315	-	-	-
Management Fees	78,676	52,451	52,451	-
Telephone	8,400	5,600	5,943	(343)
Postage	42,000	28,000	18,662	9,338
Printing & Binding	17,575	11,717	13,650	(1,933)
Electric	12,320	8,213	6,980	1,233
Rentals and Leases	6,000	4,000	3,935	65
Insurance	13,654	9,103	9,103	-
Repair and Maintenance	14,850	9,900	6,054	3,846
Legal Advertising	3,000	2,000	1,469	531
Other Current Charges	19,500	13,000	15,482	(2,482)
Credit Card Merchant Fees	53,400	35,600	37,742	(2,142)
Technology Expense	30,000	20,000	21,716	(1,716)
Digital Record Management	5,000	-	-	-
Toilet Rebate	14,850	7,524	7,524	-
Office Supplies	9,900	6,600	3,571	3,029
Dues, Memberships, Etc	10,000	2,832	2,832	-
Promotional Expenses	14,000	9,847	9,847	-
Capital Outlay	-	-	-	-
Total Administrative	1,599,038	1,021,278	991,445	29,833

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending May 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 05-31-16	Actual 8 Months Ending 05-31-16	Variance Favorable (Unfavorable)
<u>Plant Operations</u>				
Salaries and Wages	1,610,893	1,053,276	948,285	104,991
Special Pay	3,082	3,082	2,924	158
FICA Taxes	123,236	80,577	72,175	8,402
Pension Expense	177,197	115,860	100,827	15,033
Health Insurance	296,973	197,982	170,924	27,058
Worker's Comp. Insurance	56,220	37,480	27,425	10,055
Water Quality Testing	113,229	75,486	54,103	21,383
Telephone	7,572	5,048	5,263	(215)
Electric Expense	656,379	437,586	417,867	19,719
Rentals & Leases	11,700	7,800	2,714	5,086
Insurance	151,774	101,183	102,619	(1,436)
Repair & Maint-General	377,261	251,507	281,624	(30,117)
Repair & Maint-Filters for Nano Plant	36,630	24,420	15,923	8,497
Sludge Management-Sewer	188,520	125,680	111,464	14,216
Advertisement for Employment	6,000	1,500	1,500	-
Office Supplies	4,500	3,000	1,090	1,910
Operating Supplies-General	43,200	28,800	32,540	(3,740)
Operating Supplies-Chemicals	452,373	301,582	199,613	101,969
Operating Supplies-Uniforms	8,290	5,527	4,354	1,173
Operating Supplies-Motor Fuels	179,505	119,670	11,208	108,462
Dues, Licenses, Etc.-Other	32,987	9,695	9,695	-
Capital Outlay	422,876	18,314	18,314	-
Renewal & Replacement Expense	313,800	54,015	54,015	-
Total Plant Operations	5,274,197	3,059,070	2,646,466	412,604

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending May 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 05-31-16	Actual 8 Months Ending 05-31-16	Variance Favorable (Unfavorable)
Field Operations				
Salaries/ Wages/Overtime	751,892	491,622	447,942	43,680
Special Pay	1,893	1,893	1,787	106
FICA Taxes	57,522	37,611	34,013	3,598
Pension Expense	82,710	54,080	49,087	4,993
Health Insurance	217,652	145,101	112,029	33,072
Worker's Comp. Insurance	35,039	23,359	10,187	13,172
Water Quality Testing	-	-	240	(240)
Naturescape Irrigation Serv	4,542	4,542	4,410	132
Telephone	9,900	6,600	7,052	(452)
Electric	110,337	73,558	82,924	(9,366)
Rent Expense	13,500	9,000	8,877	123
Rent Expense-SCADA	56,040	37,360	37,360	-
Insurance	18,920	12,613	12,705	(92)
Repair and Maintenance	144,262	96,175	115,376	(19,201)
Meters-Replacement Program	8,031	1,186	1,186	-
Meters-New Connections	-	-	-	-
Meters-Supplies	3,632	3,632	3,913	(281)
Advertising-Employment	-	-	940	(940)
Office Supplies	2,100	1,400	710	690
Operating Supplies-General	30,500	20,333	28,615	(8,282)
Operating Supplies-Uniforms	5,810	3,873	3,109	764
Operating Supplies-Motor Fuels	25,975	17,317	8,235	9,082
Dues, Licenses, Etc	1,336	2,959	2,959	-
Capital Outlay	985,000	731,991	731,991	-
Renewal & Replacement	-	-	-	-
Total Field Operations	2,566,593	1,776,205	1,705,647	70,558
Total Operating Expenses	9,439,828	5,856,553	5,343,558	512,995
Reserves:				
Required Reserve for R & R	-	-	-	-
Total Operating Exp & Reserve	9,439,828	5,856,553	5,343,558	512,995
Available for Debt Service	3,416,566	2,559,192	3,165,777	606,585
Debt Service				
Principal				
2007 Series	1,170,000	780,000	780,000	-
Interest				
2007 Series	1,935,969	1,290,646	1,290,646	-
Total Debt Service	3,105,969	2,070,646	2,070,646	-
Excess Revenues (Expenses)	\$ 310,597	\$ 488,546	\$ 1,095,131	\$ 606,585
Net Assets Beginning			42,676,447	
Net Assets Ending			\$ 43,771,578	

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending May 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 05-31-16	Actual 8 Months Ending 05-31-16	Variance Favorable (Unfavorable)
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Summary of Operations and Debt Service Coverage				
Revenues			<u>8,509,335</u>	
Operating Expenditures:				
Operating Expenditures-Admin			991,445	
Operating Expenditures-Plant			2,646,466	
Operating Expenditures-Field			<u>1,705,647</u>	
Total Operating Expenditures			<u>5,343,558</u>	
Required Reserve for R&R			-	
Total Operating Exp & Reserves			<u>5,343,558</u>	
Available for Debt Service			3,165,777	Debt Service Coverage 1.53
Less: Debt Service			<u>2,070,646</u>	
Excess Revenues (Exp)			<u>1,095,131</u>	

CORAL SPRINGS IMPROVEMENT DISTRICT ASSESSMENT COLLECTIONS FOR FYE 2016

May 31, 2016

Date	Assessments Collected (net of all Commissions & Fees)
10-31-2015	\$ -
11-09-2015	175
11-20-2015	165,965
12-08-2015	1,186,641
12-11-2015	107,747
12-30-2015	85,247
01-15-2016	48,739
02-12-2016	50,698
03-15-2016	38,061
04-15-2016	72,544
05-13-2016	16,816
<hr/>	
Totals	\$ 1,772,633

Coral Springs Improvement District

Check Registers

May 2016

<u>Fund</u>	<u>Check Date</u>	<u>Check No.</u>	<u>Amount</u>
General Fund	05-01-2016 thru 05-31-2016	3596 - 3597	\$ 400,000.00
	05-01-2016 thru 05-31-2016	4084 - 4108	87,484.54
Total			\$ 487,484.54

Water and Sewer	05-01-2016 thru 05-31-2016	19811 - 19812	\$ 1,742,709.06
	05-01-2016 thru 05-31-2016	20822 - 21027	941,319.50
Total			\$ 2,684,028.56

AP300R
*** CHECK NOS. 003596-003597

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/06/16
CSID - GENERAL FUND
BANK A CHECKING - GENERAL F

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE	...EXPENSED TO... NUMBER	YRMO	FND	DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
5/13/16	00019								XFER TO CENTERSTATE-GF	CORAL SPRINGS IMPROVEMENT DISTRICT		399,800.00	003596
5/23/16	00019								XFER TO CENTERSTATE=GF	CORAL SPRINGS IMPROVEMENT DISTRICT		200.00	003597
									TOTAL FOR BANK A			400,000.00	
									TOTAL FOR REGISTER			400,000.00	

CSID -----CSID----- KWOOD

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO YRMO	FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/09/16	00239					RENEW BOAT REGIST. 06/16 BROWARD COUNTY TAX COLLECTOR			5.00	004084
5/09/16	00239					RENEW BOAT REGIST. 06/16 BROWARD COUNTY TAX COLLECTOR			5.00	004085
5/09/16	00239					RENEW BOAT REGIST. 06/16 BROWARD COUNTY TAX COLLECTOR			5.00	004086
5/09/16	00023					121 NW 93RD TER PS 1 12000 SW 1ST ST PS 2			100.27	004087
5/09/16	00267					FLORIDA POWER & LIGHT CO.				
5/09/16	00248					WA 112-SITE 9 CANAL BANK WA 113-SITE 1A CANAL BANK			28,046.00	004088
5/09/16	00008					GLOBALTECH, INC.				
5/09/16	00008					LEGAL SERVICES 03/2016 LEWIS, LONGMAN & WALKER, P.A.			3,924.29	004089
5/12/16	00233					PUMP STATION #1/GAS PUMP STATION #2/GAS			1,754.28	004090
5/12/16	00006					SUN GAS				
5/12/16	00146					UNIT=014 BATTERY UNIT=003/AC REPAIR			337.00	004091
5/12/16	00158					CYPRESS MOBIL				
5/12/16	00229					BLADES/CHAINS			120.86	004092
5/12/16	00158					GREEN THUMB LAWN & GARDEN LLC				
5/12/16	00230					HYDROTHOL 191 AQUATHOL K INLET			10,046.80	004093
5/12/16	00229					HELENA CHEMICAL CO.				
5/12/16	00230					TRAILER LIGHT KIT			61.18	004094
5/20/16	00058					POMPAÑO BEACH MARINE CENTER, INC				
5/20/16	00233					WEEDESTROY AQUANEAT			1,180.80	004095
5/20/16	01137					RED RIVER SPECIALTIES, INC.				
5/20/16	00346					TRIBUNE CHEMICAL			3,950.00	004096
5/20/16	00248					WINFIELD SOLUTIONS, LLC				
5/20/16	00284					LOWES/PIPE SPRAY RIG PEP EXPRESS/FILTER WRENCH SUPPLIES/BOAT TRAILER RETURNED ROPE ROPE/FLAG POLES			101.42	004097
5/27/16	00263					PETTY CASH				
5/27/16	99999					UNIT=014 NEW FLASHER RELA			33.00	004098
						CYPRESS MOBIL				
						MOW BERM SAWGRASS EXP.			300.00	004099
						DESIGN FOR LIVING				
						OIL DRAIN HOSES			394.98	004100
						INDUSTRIAL HOSE & HYDRAULICS, INC.				
						LEGAL SERVICES 04/2016			7,110.29	004101
						LEWIS, LONGMAN & WALKER, P.A.				
						SUNSHINE 50% PINETREE 25% CSID-GF 25%			2,353.23	004102
						WASTE PRO-PEMBROKE PINES				
						SOFTWARE 07/1/16-06/30/17			7,337.00	004103
						ADVANCED PROCESSING & IMAGING, INC				
						VOID CHECK			.00	004104
						*****INVALID VENDOR NUMBER*****				

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO NUMBER YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/27/16	00051			UNIFORM RENTAL 04/16 GASOLINE 04/16 NEXTEL 04/16 SAM'S CLUB-FIELD SUP04/16 ANALITICA CONSULTING ANALITICA CONSULTING TELEPHONE 05/16 POSTAGE 05/16 PRINTING & BINDING 05/16 RENT 05/16 TECHNOLOGY SHARING 05/16 OFFICE SUPPLIES 05/16 HEALTH INS-FIELD 05/16 UNIFORM RENTAL 05/16				
				CORAL SPRINGS IMPROVEMENT DIST WS		15,249.28	004105	
5/27/16	00033			BOAT REPAIR MATERIAL	HOME DEPOT	29.25	004106	
5/27/16	00148			SAFETY SUPPLIES	RITZ SAFETY EQUIPMENT, LLC	526.16	004107	
5/27/16	00037			MANAGEMENT FEES 05/16 COPIES 05/16 POSTAGE 05/16	SEVERN TRENT ENVIRONMENTAL SERVICES	4,513.45	004108	
				TOTAL FOR BANK G		87,484.54		
				TOTAL FOR REGISTER		87,484.54		

AP300R
*** CHECK NOS. 019811-019812

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/06/16
CSID - WATER & SEWER FUND
BANK E CHECKING - W & S

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE	NUMBER	...EXPENSED TO... YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/13/16	00633				XFER TO CENTERSTATE-AP/PR CORAL SPRINGS IMPROVEMENT DISTRICT		1,739,500.00	019811	
5/23/16	00633				XFER TO CENTERSTATE-WS CORAL SPRINGS IMPROVEMENT DISTRICT		3,209.06	019812	
					TOTAL FOR BANK E		1,742,709.06		
					TOTAL FOR REGISTER		1,742,709.06		

CSID -----CSID----- KWOOD

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO... YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/02/16	00033				SAND/SUPPLIES REF. 160025 HOME DEPOT			7.71	020822
5/03/16	01502				MAIN GATE/CONTROL BOARD AT & I SYSTEMS			387.66	020823
5/03/16	01248				DRIVEWAY REPAIR/FINAL PYM DISCOUNT/HO TRIED SEALING	A+ CONCRETE RESTORATION		1,150.00	020824
5/03/16	01428				WRENCH	BLUE TARP FINANCIAL, INC. (NORTHERN		29.49	020825
5/03/16	00889				SUPPLIES/LIFT STATION	BROWARD BOLT		306.25	020826
5/03/16	00352				UTILITY TAXES 03/16 UTILITY TAXES 04/16	CITY OF CORAL SPRINGS		103,527.20	020827
5/03/16	01256				SOD SOD/PIECE	CORAL SPRINGS NURSERY, INC.		238.75	020828
5/03/16	00621				VIBRATION TEST/WWTP BLOWER #5	CORNELL BALANCING CO., INC.		1,666.00	020829
5/03/16	01327				RENTAL FEE LS/APRIL RENTAL FEE/CENTRAL SITE	DATA FLOW SYSTEMS, INC		4,670.00	020830
5/03/16	01452				ROTOGUARD/SPARE OVERLOAD HEATER CONTACTOR/GEN #1	DELTA CONTROLS		1,533.00	020831
5/03/16	00018				COUPLINGS	FERGUSON ENTERPRISES, INC.		1,139.40	020832
5/03/16	99999				VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	020833
5/03/16	00056				MONTHLY BACTERIA 6030720 CBOD & TSS 6030721 CBOD & TSS 6030722 MONTHLY BACTERIA 6030770 CBOD & TSS 6030880 CBOD & TSS 6030881 RO CONCEN 6030884 CBOD &TSS 6030896 CBOD & TSS 6030917 CBOD & TSS 6040038 CBOD & TSS 6040039 RO CONCEN 6040040 CBOD & TSS 6040041 CBOD & TSS 6040075	FLORIDA SPECTRUM ENV. SERVICES, INC		1,652.00	020834
5/03/16	01515				ASPHALT	HARDRIVES ASPHALT COMPANY		536.50	020835
5/03/16	01535				SULFURIC ACID AMMONIA SODIUM HYDROXIDE SODIUM HYDROXIDE	HAWKINS, INC.		5,736.55	020836
5/03/16	00033				SUPPLIES/TOOLS				

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO NUMBER YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
				PAINT/PLANT SUPPLIES PRESSURE CLEANER CLOSET MAT CLOSET MAT ROBINS STORAGE RM/PARTS ROPE ROPE/SUPPLIES MAIN ENT.	HOME DEPOT		1,542.11	020837
5/03/16	01093			MONTHLY MAINT. APRIL	JLS LANDSCAPE SERVICES, INC.		3,900.41	020838
5/03/16	01051			BATTERIES/EMERG.LIGHTS	LIGHT BULBS UNLIMITED		65.94	020839
5/03/16	00045			POWER OUTLET/METER MACH.	PEP BOYS		49.99	020840
5/03/16	00351			SAFETY SUPPLIES SAFETY SUPPLIES	RITZ SAFETY EQUIPMENT, LLC		324.87	020841
5/03/16	01545			COFFEE MAKER REPAIRS LABOR	UNITED DISPENSER SERVICES, INC		87.50	020842
5/03/16	00441			SAMPLE JUGS FREIGHT BUTTERFLY VALVE FREIGHT LAB CHEMICALS	USA BLUEBOOK		431.62	020843
5/03/16	01465			SAND STRAINERS	WORLD ELECTRIC SUPPLY, INC.		349.63	020844
5/03/16	01318			PUMP REPAIR KITS/ALL LS	XYLEM WATER SOLUTIONS U.S.A., INC.		15,665.00	020845
5/05/16	01130			SUPERMEDIA-TONERS FLEETIO IX WEB HOSTING FRACOTYP-POSTAGE REFILL NEW PRINTER-DAVID M. HOME DEPOT-BIRD STAKES HOME DEPOT-BIRD STAKES EBAY-BATTERIES/PHONES RADWELL-OPEN FLOAT SWITCH GOJO CLEANER NORTON-JOE S.	AMERICAN EXPRESS		1,999.48	020846
5/05/16	00694			TECH SUPP 03/26-04/25/16	ASSOCIATED SYSTEMS, INC.		1,290.00	020847
5/05/16	00122			ADDL DENTAL ADMIN 05/16	COMPBENEFITS COMPANY		30.04	020848
5/05/16	00017			2ND DAY RMA RETURN OVERNIGHT SERVICE	FEDEX		55.69	020849
5/05/16	01329			IRA-05/03/16 PLAN 705880	VANTAGEPOINT TRANSFER AGENTS-705880		785.00	020850
5/05/16	00072			MANAGEMENT FEE 04/16	SEVERN TRENT ENVIRONMENTAL SERVICES		6,556.33	020851
5/05/16	99999			VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	020852

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CSID - WATER & SEWER FUND
 BANK H CHKING-ENTERPRISE

CHECK DATE	VEND# DATE	INVOICE NUMBER	EXPENSED TO YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/05/16	01175			UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD 4/30/16 UNIFORMS-GF 4/30/16 UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD 4/30/16 UNIFORMS-GF 4/30/16 UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD 4/30/16 UNIFORMS-GF 4/30/16				
				UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD 4/30/16 UNIFORMS-GF 4/30/16 UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD 4/30/16 UNIFORMS-GF 4/30/16				
				UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD 4/30/16 UNIFORMS-GF 4/30/16	UNIFIRST CORPORATION		596.61	020853
5/05/16	01011			COPIER LEASE #7232 05/16 COPIER READS #7232 05/16 COPIER LEASE #7835 04/16 COPIER READS #7835 04/16 COPIER LEASE #7535 04/16 COPIER READS #7535 04/16				
				COPIER LEASE #7232 05/16 COPIER READS #7232 05/16 COPIER LEASE #7835 04/16 COPIER READS #7835 04/16 COPIER LEASE #7535 04/16 COPIER READS #7535 04/16	XEROX CORPORATION		459.82	020854
5/05/16	88888			700018007 HORN DARRYL	DARRYL HORN		61.93	020855
5/05/16	88888			500245805 TRENSKI GREGORY	GREGORY TRENSKI		10.56	020856
5/05/16	88888			500250202 ZEIDNER NEIL	NEIL ZEIDNER		57.08	020857
5/05/16	88888			900478307 10680 NW 6 CT T	10680 NW 6 CT TR		61.93	020858
5/05/16	88888			100759313 *GENARO JOSEPH/	*JOSEPH/JENNIFER GENARO		5.52	020859
5/05/16	88888			010420706 *ASTO JENNY	*JENNY ASTO		61.93	020860
5/05/16	88888			910466905 HORTON LEE	LEE HORTON		15.54	020861
5/05/16	88888			910601209 *PANTOJA-LIAS R	*RAQUEL PANTOJA-LIAS		19.04	020862
5/05/16	88888			510608805 WARREN MICHEAL/	MICHEAL/RACHELLE WARREN		161.37	020863
5/05/16	88888			620181302 YOUNG JAMES	JAMES YOUNG		10.41	020864
5/05/16	88888			620186804 FOSTER C./GONZA	CATHERINE FOSTER &		38.22	020865
5/05/16	88888			620245004 CALHOUN JOHN	JOHN/MARY GRACE CALHOUN		23.86	020866
5/05/16	88888			620248409 RODRIGUEZ WILFR	WILFREDO RODRIGUEZ		61.93	020867
5/05/16	88888			220315406 LARRY HAHN PA	LARRY HAHN PA		61.93	020868
5/05/16	88888			820386806 NACE CHRISTOPHE	CHRISTOPHER NACE		85.16	020869

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CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED YRMO	TO... FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/05/16	88888					220450302 KRISTALL MITCHE MITCHELL KRISTALL		169.66	020870	
5/05/16	88888					520498407 1750 UNIVERSITY 1750 UNIVERSITY OWNER LLC		409.43	020871	
5/05/16	88888					920519006 *EVANS KRAIG/RI *KRAIG/RITA EVANS		100.00	020872	
5/05/16	88888					820542905 CASE JAMES JAMES L CASE		100.00	020873	
5/05/16	88888					520941512 DAEMA GROUP LLC DAEMA GROUP LLC		74.39	020874	
5/05/16	88888					520943004 ALAMANCE ASSOC ALAMANCE ASSOC LLC		230.00	020875	
5/05/16	88888					520943005 *CENTRAL PET LL *CENTRAL PET LLC		35.42	020876	
5/05/16	88888					530836407 TAMZCO LLC TAMZCO LLC		61.93	020877	
5/05/16	88888					140721806 *MCKINNON JAMES *JAMES MCKINNON		23.86	020878	
5/05/16	88888					850074205 REALTY ASSOC OF REALTY ASSOC OF FLA I		100.00	020879	
5/05/16	88888					850115306 SAFEGUARD PROPE SAFEGUARD PROPERTIES		264.11	020880	
5/05/16	88888					050397305 MIRCOVICH MARLA MIRCOVICH		61.93	020881	
5/05/16	88888					950601105 TAYLOR WINNIFRE WINNIFRED TAYLOR		97.06	020882	
5/05/16	88888					250607306 GRAY MICHAEL MICHAEL GRAY		61.93	020883	
5/05/16	88888					060641408 SPOERRI PATRICI PATRICIA SPOERRI		23.69	020884	
5/05/16	88888					370042711 *FOLKS STACEY *STACEY FOLKS		35.99	020885	
5/05/16	88888					770642603 ALTISOURCE SING ALTISOURCE SINGLE FAMILY HOMES		181.93	020886	
5/05/16	88888					970656602 ROSENBERG GLEN GLEN ROSENBERG		68.15	020887	
5/05/16	88888					970667908 *DORNBUSCH DIAN *DIANNE DORNBUSCH		61.93	020888	
5/05/16	88888					770699125 *THORNTON JENNI *JENNIFER/CHRISTOPHER THORNTON		50.90	020889	
5/05/16	88888					980687304 TKG DEVELOPMENT TKG DEVELOPMENT GROUP LLC		61.93	020890	
5/05/16	88888					888008201 HARTZELL HARTZELL		391.41	020891	
5/05/16	88888					390038705 *MIRACLE DONNA/ *DONNA/ROBERT MIRACLE		61.93	020892	
5/05/16	88888					390113009 SWAY 2014-1 BOR SWAY 2014-1 BORROWER LLC		158.07	020893	
5/05/16	88888					390132606 *MONTERO SHARON *SHARON MONTERO		61.93	020894	
5/05/16	88888					290370914 *NIEVES CATHERI *CATHERINE NIEVES		22.20	020895	
5/05/16	88888					390683603 DECKER CRISSY CRISSY DECKER		57.04	020896	

CHECK DATE	VEND#	.....INVOICE..... DATE NUMBER	...EXPENSED TO... YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/05/16	88888			790784709 *WALKER CLAUDET	*CLAUDETTE WALKER-BLACK		25.07 020897
5/05/16	88888			790786913 MUSCILLO SUSAN	SUSAN MUSCILLO		61.93 020898
5/05/16	88888			790805607 REAL ESTATE HOM	REAL ESTATE HOMES SALES INC		100.00 020899
5/05/16	88888			090857903 FAUL MAUREEN	MAUREEN FAUL		8.53 020900
5/05/16	88888			890911304 HANSEN CHRISTIN	CHRISTINE HANSEN		100.00 020901
5/06/16	00477			J.A.UNEMPLOYMENT TAX	FLORIDA UNEMPLOYMENT COMPENSATION		3,850.00 020902
5/06/16	01007			AD-FIELD TECHNICIAN	FLORIDA WATER RESOURCES JOURNAL		940.00 020903
5/06/16	01540			GIS PROJECT MANAGER GIS SENIOR TECHNICIAN GIS PROJECT MANAGER	FLORIDA TECHNICAL CONSULTANTS		1,470.00 020904
5/06/16	01360			WA 101-WELLS 4&7 CONSTR WA 109-WWTP BLOWER STUDY WA 106 LIME PLANT DEMO WA 110-DEGASIFIER CLEAN WA 107-4-LOG DEM PERMIT TRANSFER PUMP STA FLOW	GLOBALTECH, INC.		85,552.62 020905
5/06/16	01302			LEGAL/LEGISLATION 02/2016 LEGAL/LEGISLATION 03/2016 LEGAL SERVICES 03/2016	LEWIS, LONGMAN & WALKER, P.A.		1,357.00 020906
5/06/16	01547			BUTTERFLY GARDEN 50%	MISS FANCY PLANTS		1,334.53 020907
5/06/16	01231			FICA EXPENSE	MUTUAL OF OMAHA		74.18 020908
5/06/16	01416			UTIL STMTS 04/2016 ADD'L POSTAGE 04/2016	PRIDE ENTERPRISES		1,279.95 020909
5/06/16	01183			INTEREST 2007 SER 05/16	US BANK		161,331.00 020910
5/06/16	01467			PRINCIPAL 2007 SER 05/16	US BANK		97,500.00 020911
5/09/16	01040			INTERNET CONNECTION 05/16	ADVANCED CABLE COMMUNICATIONS		139.27 020912
5/09/16	01543			WATER-CONSULT/TRAIN WW-CONSULT/TRAIN FIELD-CONSULT/TRAIN DRAINAGE-CONSULT/TRAIN WATER-CONSULT/TRAIN WW-CONSULT/TRAIN FIELD-CONSULT/TRAIN DRAINAGE-CONSULT/TRAIN	ANALITICA CONSULTING GROUP LLC		7,800.00 020913
5/09/16	01281			MOVE/REPROG.EXT/DIRECTORY	I.D. TELECOM & DATA, INC.		85.00 020914
5/09/16	00840			400 TOILET DYE PACKS-CSID	NORLAB, INC.		269.50 020915

CSID - WATER & SEWER FUND
 BANK H CHKING-ENTERPRISE

CHECK DATE	VEND# DATE	INVOICE NUMBER	EXPENSED TO YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/09/16	99999			VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	020916
5/09/16	00425			PROMO-WATER, TABLECLOTHES ADMIN-2 T.V., CABLE ADMIN-COFFEE SUP ADMIN-CLEANING SUPP ADMIN-BOARD MTG 04/16 WATER-CLEANING SUPP WATER-COFFEE SUPP WW-COFFEE SUPP WW-CLEANING SUPP MAINT-COFFEE SUPP MAINT-CLEANING SUPP FIELD-COFFEE SUPP FIELD-CLEANING SUPP FIELD-GF-COFFEE SUPP FIELD-GF CLEANING SUPP FIELD-PT COFFEE SUPP FIELD-PT CLEANING SUPP FIELD-SS COFFEE SUPP FIELD-SS CLEANING SUPP				
5/09/16	00194			SAM'S CLUB/SYNCHRONY BANK		1,083.59	020917	
5/09/16	01548			PLANT E TANK CLEANING	SHENANDOAH GENERAL CONSTRUCTION	45,100.00	020918	
5/09/16	01175			DONATION	STEIN HOSPICE	100.00	020919	
5/09/16	01264			UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD UNIFORMS-GF 5/04/16	UNIFIRST CORPORATION	202.40	020920	
5/09/16	01264			ADMIN PHONE 05/16 WASTE PHONE 05/16 FIELD PHONE 05/16	WINDSTREAM NUVOX, INC.	206.71	020921	
5/10/16	00005			ADMIN PHONE 05/16 FIELD PHONE 05/16	WINDSTREAM NUVOX, INC.	157.64	020922	
5/10/16	01227			COT SOD HYPO COT SOD HYPO	ALLIED UNIVERSAL CORP.	3,287.68	020923	
5/10/16	01354			SERVICES/NANO/NEW DVR INSTALLED 2 NEW CAMERAS	AMC SURVEILLANCE CAMERAS	3,508.50	020924	
5/10/16	00169			GAP INS-PTREE 05/05/16 GAP INS-W/H 05/05/16 GAP INS-PTREE 05/19/16 GAP INS-GF/BOARD 05/19/16 INS-W/H 05/19/16	AMERICAN PUBLIC LIFE INSURANCE	1,017.34	020925	
5/10/16	01546			MAINT.ON ALL WELLS WELL #8/FLOW METER	AQUIFER MAINT & PERFORMANCE SYSTEMS	4,780.00	020926	

CSID -----CSID---- KWOOD

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO... YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/10/16	01177			FREIGHT	AWC, INC		2,900.00	020927	
5/10/16	01256			AIR COMPRESSOR/NANO BLDG TIP CHARGE	COMP-AIR SERVICE CO.		435.00	020928	
5/10/16	00384			SOD/PALLET PALLET FEE	CORAL SPRINGS NURSERY, INC.		151.00	020929	
5/10/16	99999			BLOWER 5 REBUILT	ELECTRIX USA, INC.		1,496.44	020930	
5/10/16	00056			VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	020931	
				SAMPLE WATER 6030885					
				SAMPLE WATER 6030886					
				SAMPLE WATER 6030887					
				SAMPLE WATER 6030888					
				SAMPLE WATER 6030889					
				SAMPLE WATER 6030890					
				CBOD & TSS 6040012					
				CBOD & TSS 6040122					
				CBOD & TSS 6040204					
				WELL 7R 6040250					
				TOTAL P & N 6040251					
				RO CONCEN 6040309					
				CBOD & TSS 6040310					
				FLUORIDE 6040311					
				CBOD & TSS 6040312					
				CBOD & TSS 6040313					
				CBOD & TSS 6040354					
				BACT WELLS 1-11 6040422					
				CBOD & TSS 6040423					
				DISINFECTION TEST 6040522					
				RO CONCEN 6040529					
				CBOD & TSS 6040538					
				PLATE COUNT 6040581					
5/10/16	01421			MONTHLY BACTERIA 6040584	FLORIDA SPECTRUM ENV. SERVICES, INC		1,903.00	020932	
				REPAIRS/PLANT F SHIPPING					
5/10/16	00023			REPAIRS/PLANT F SHIPPING	FLOTECH, INC.		468.49	020933	
				ADMIN ELECTRIC 04/16					
				PLT-WATER ELECTRIC 04/16					
				PLT-WASTE ELECTRIC 04/16					
				FIELD ELECTRIC 04/16	FLORIDA POWER & LIGHT CO.		58,328.52	020934	
5/10/16	00063			SUPPLIES/ALL LIFT STATION	GRAINGER, INC.		481.73	020935	
5/10/16	00179			INSTRUMENT CALIBRATION	HACH COMPANY		213.00	020936	
5/10/16	00996			SODA ASH	HARCROS CHEMICALS		833.00	020937	
5/10/16	01535			PLUS ANTISCALANT					

CSID - WATER & SEWER FUND
 BANK H CHKING-ENTERPRISE

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5/10/16	01046			HYDROFLUOSILICIC ACID	HAWKINS, INC.		4,977.50	020938	
5/10/16	01507			INJECTION WELL #1	HD SUPPLY WATERWORKS, LTD		390.59	020939	
5/10/16	00033			RECYCLE USED OIL	HERITAGE-CRYSTAL CLEAN LLC		132.50	020940	
5/10/16	00346			PLANT E /PHOTOCCELL TOOLS/MAINT. SHOP MAINT. SUPPLIES DRILL BIT/DEEPWELL WOOD/SUPPLIES WOOD/SUPPLIES MAINT SHOP/SUPPLIES MAINT SHOP/SUPPLIES MAINT SUPPLIES	HOME DEPOT		466.72	020941	
5/10/16	01486			CLAMP/PLANT E HOSE REPAIR	INDUSTRIAL HOSE & HYDRAULICS, INC.		99.61	020942	
5/10/16	01341			PLANT WATER GAS PLANT WASTE GAS MAINT GAS FIELD GAS PLANT WATER GAS PLANT WASTE GAS PLANT MAINT GAS FIELD GAS	LANK OIL COMPANY		4,123.79	020943	
5/10/16	01538			LS #8 SYSTEM T-LINER LS # SYSTEM T-LINERS LS #8 ROOT/GREASE REMOVAL LS #8 BYPASS PUMPING LS #8 CLEANOUT AREA LS #8 WYW REPLACEMENT CLEANOUT INSTALLATION	LMK PIPE RENEWAL LLC		84,705.00	020944	
5/10/16	01150			LIFT STATION BACK FLOW	MOODY PLUMBING, INC.		1,590.00	020945	
5/10/16	01406			TONER-DIANE	OFFICE DEPOT		124.99	020946	
5/10/16	00045			FIELD/SHIPPING	PAKMAIL		43.20	020947	
5/10/16	01416			FIELD SUPPLIES BATTERY	PEP BOYS		165.83	020948	
5/10/16	00066			UTIL STMTS 02/2016 ADD'L POSTAGE 02/2016	PRIDE ENTERPRISES		1,258.74	020949	
5/10/16	00351			DISTILLED WATER DISTILLED WATER	READYREFRESH		185.73	020950	
5/10/16	01449			SAFETY SUPPLIES CREDIT RETURN	RITZ SAFETY EQUIPMENT, LLC		583.16	020951	
				TROUBLESHOOT CALIBRATION					

CSID -----CSID----- KWOOD

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				TRAVEL TIME					
5/10/16	00151			RENTAL OF 4X4 FLR SCALE	SCALEMEN OF FLORIDA		2,002.00	020952	
5/10/16	00194			REPAIR & RETURN	SENSUS TECHNOLOGIES, INC.		469.53	020953	
5/10/16	00200			SEWAGE RECOVERY	SHENANDOAH GENERAL CONSTRUCTION		1,285.00	020954	
5/10/16	00782			NOTICE BOARD MTG/PUB HEAR	SUN-SENTINEL (SOUTH FLORIDA)		107.75	020955	
5/10/16	00441			LOCATES MARCH APRIL LOCATES	SUNSHINE STATE ONE CALL OF FLA.		325.64	020956	
				LAB CHEMICALS LAB CHEMICALS FREIGHT CREDIT FILTERS/FITTINGS FREIGHT SUPPLIES FREIGHT	USA BLUEBOOK		1,172.86	020957	
5/11/16	00441			STRAINER GEAR/ACTUATOR FREIGHT CREDIT INVOICE 916309	USA BLUEBOOK		56.02	020958	
5/12/16	88888			350090711 BILLING REFUND	CHAMPION PROPERTIES LP		100.00	020959	
5/18/16	00127			MEN'S BATHROOM ADMIN BLDG	ACTION SUPPLY - MARGATE		285.60	020960	
5/18/16	00822			AFLAC-W/H 05/16 AFLAC-PTREE 05/16	AFLAC		2,524.40	020961	
5/18/16	01194			AC=006 N BLOWER RM REPAIR QUARTERLY MAINT/18 UNITS	AIR AMERICA AIR CONDITIONING, LLC		768.48	020962	
5/18/16	00005			COT-SOD HYPO	ALLIED UNIVERSAL CORP.		3,157.12	020963	
5/18/16	01373			ADMIN DENTAL 06/16 WATER DENTAL 06/16 WW DENTAL 06/16 MAINT DENTAL 06/16 FIELD DENTAL 06/16 DENTAL..CSID-GF 06/16 DENTAL..MEAD PT 06/16 DENTAL..PINETREE 06/16	AMERITAS LIFE INSURANCE CORP-DENTAL		4,735.68	020964	
5/18/16	01374			ADMIN VISION 06/16 WATER VISION 06/16 WW VISION 06/16 MAINT VISION 06/16 FIELD VISION 06/16 VISION..CSID-GF 06/16 VISION..PINETREE 06/16	AMERITAS LIFE INSURANCE CORP-VISION		977.20	020965	
5/18/16	01534			SPRINKLER SUPPLIES					

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO YRMO	FND DPT ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/18/16	00132						TIMER FOR SPRINKLER B&R OUTDOOR SUPPLY			449.42	020966
5/18/16	01256						2 FIREMEN NOZZLES WASP SPRAY PARTS/REPAIR SPRINKLER COFFEE FILTERS PETTY CASH			144.88	020967
5/18/16	01267						SOD/PIECE CORAL SPRINGS NURSERY, INC.			121.50	020968
5/18/16	01327						UNIT=039 OIL CHANGE UNIT=047 OIL CHANGE UNIT=047 2 TIRES/BALANCE CYPRESS MOBIL			394.94	020969
5/18/16	01452						RENTAL FEE/CENTRAL SITE RENTAL FEE LIFT STATION DATA FLOW SYSTEMS, INC			4,670.00	020970
5/18/16	00018						REPAIRS TO HSP #5 REPAIRS TO BLOWER #7 DEEPWELL #1 REBUILD KIT LABOR TIME REPAIRS TO WELL #8 DELTA CONTROLS			2,634.00	020971
5/18/16	00056						MARKING PAINT MARKING PAINT FERGUSON ENTERPRISES, INC.			143.60	020972
5/18/16	01470						CBOD & TSS 6040775 CBOD & TSS 6040609 CBOD & TSS 6040635 CBOD & TSS 6040636 MONTHLY BACTERIA 6040677 CBOD & TSS 6040688 RO CONCEN 6040703 CBOD & TSS 6040704 MONITORING WELLS 6040745 CBOD & TSS 6040769 ANNUAL SAMPLING CBOD & TSS 6040771 CBOD & TSS 6040805 FLORIDA SPECTRUM ENV. SERVICES, INC			3,435.00	020973
5/18/16	00320						REBUILD KIT/PUMPS 403/404 FLUID CONTROL SPECIALTIES, INC.			489.00	020974
5/18/16	00514						FORKLIFT CEU'S 2 EMP FORKLIFT CEU'S 5 EMP FORKLIFT CEU'S 4 EMP FSAWWA			110.00	020975
5/18/16	01515						SLUDGE MGMT SEWER 04/16 H & H LIQUID SLUDGE DISPOSAL, INC.			8,832.00	020976
5/18/16	01535						ASPHALT HARDRIVES ASPHALT COMPANY			1,084.64	020977
							SULFURIC ACID SULFURIC ACID INHIBITOR HYDRO ACID AMMONIA				

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO NUMBER YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
5/18/16	01507			SODIUM HYDROXIDE HAWKINS, INC.		11,790.76	020978	
5/18/16	00033			AERSOL CAN DISPOSAL 55 GAL DRUM OPEN HERITAGE-CRYSTAL CLEAN LLC		415.00	020979	
5/18/16	00346			SUPPLIES/WWTP PVC SUPPLIES/SURGE TANK GENERAL SUPPLIES PLYWOOD MAINT. SUPPLIES HOME DEPOT		1,004.79	020980	
5/18/16	01302			HOSE/BACKHOE GENERAL SUPPLIES INDUSTRIAL HOSE & HYDRAULICS, INC.		255.58	020981	
5/18/16	01051			LEGAL SERVICES 04/2016 LEWIS, LONGMAN & WALKER, P.A.		501.50	020982	
5/18/16	01033			BULBS/DEEPWELL PUMPS BULBS/ADMIN BLDG BULBS/GARAGE BLDG BULBS/FACILITY LIGHT BULBS UNLIMITED		288.08	020983	
5/18/16	01348			2 TIRES/FORKLIFT MARTINO TIRE		399.00	020984	
5/18/16	00533			SLIDE GATE/PLANT F MKI SERVICES, INC		250.00	020985	
5/18/16	01406			BACKHOE REPAIRS 310G POWERPLAN (NORTRAX)		3,886.98	020986	
5/18/16	01419			SENT BACK TONER PAKMAIL		41.65	020987	
5/18/16	01462			REIMB TO \$7,000 04/30/16 POSTMASTER		2,557.20	020988	
5/18/16	01498			DIESEL SPILL/GENERATOR URS CORPORATION SOUTHERN		29,997.17	020989	
5/18/16	01529			RENTAL AIR COMPRESSOR TRANSPORT BACKHOE FORKLIFT REPAIRS USA EQUIPMENT SOLUTIONS		2,376.23	020990	
5/19/16	01329			TRASH SERVICES-04/16 WASTE PRO-PEMBROKE PINES		458.33	020991	
5/19/16	01549			IRA-05/17/16 PLAN 705880 VANTAGEPOINT TRANSFER AGENTS-705880		785.00	020992	
5/19/16	00155			VALUE ID & INSERT MADSEN-BARR CORPORATION		2,786.25	020993	
5/19/16	01175			ADMIN NEXTEL 05/16 PLANT-WATER NEXTEL 05/16 PLANT-WASTE NEXTEL 05/16 PLANT-MAINT NEXTEL 05/16 FIELD NEXTEL 05/16 NEXTEL 05/16 DUE SUNSHINE NEXTEL 05/16 DUE CSID GF NEXTEL COMMUNICATIONS		1,406.79	020994	
				UNIFORMS-GF 4/20/16 UNIFORMS-WATER				

CSID - WATER & SEWER FUND
 BANK H CHKING-ENTERPRISE

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO NUMBER YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
			UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD 04/20/16 UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD UNIFORMS-GF 5/11/16	UNIFIRST CORPORATION			441.15	020995
5/19/16	01264		FRONT GATE PHONE 05/16	WINDSTREAM NUVOX, INC.			72.43	020996
5/19/16	01264		ADMIN PHONE 05/16 FIELD PHONE 05/16	WINDSTREAM NUVOX, INC.			554.45	020997
5/24/16	00944		JUNE NEWSLETTERS	US POSTMASTER			2,316.69	020998
5/26/16	01085		CLAMPS	A. TARLER, INC.			87.00	020999
5/26/16	01089		PLANT PHONE WATER 05/16	AT & T			58.90	021000
5/26/16	01256		SOD/PALLET PALLET FEE PALLET REFUND SOD/PIECE SOD/PIECE	CORAL SPRINGS NURSERY, INC.			300.25	021001
5/26/16	01267		UNIT=030 OIL CHANGE	CYPRESS MOBIL			29.99	021002
5/26/16	00018		GENERAL SUPPLIES BUSHINGS/MAINT DEPT GENERAL SUPPLIES GENERAL SUPPLIES GENERAL SUPPLIES	FERGUSON ENTERPRISES, INC.			3,873.47	021003
5/26/16	01423		ADMIN HLTH INS 06/16 WATER HLTH INS 06/16 WW HLTH INS 06/16 MAINT HLTH INS 06/16 FIELD HLTH INS 06/16 ADMIN HLTH INS-GF 06/16 FIELD HTH INS-GF 06/16 DUE FRM SHANK 06/16 DUE FROM MEADOW PT 06/16 DUE FROM PTREE 06/16	FLORIDA BLUE			50,745.86	021004
5/26/16	99999		VOID CHECK	*****INVALID VENDOR NUMBER*****			.00	021005
5/26/16	00056		CBOD & TSS 6050065 RO CONCEN 6050066 CBOD & TSS 6050068 CBOD & TSS 6050097 CBOD & TSS 6050098 QUARTERLY THM/HAA 6050178 BACT. WELLS 1-11 6050186					

CSID -----CSID----- KWOOD

CSID - WATER & SEWER FUND
 BANK H CHKING-ENTERPRISE

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO NUMBER YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
5/26/16	01535		PLATE COUNT 6050187 FLUORIDE CBOD & TSS 6050204 CBOD & TSS 6050238 RO CONCEN 6050239 SOUR # 1 6050240 CBOD & TSS 6050272 CBOD & TSS 6050273	FLORIDA SPECTRUM ENV. SERVICES, INC		1,596.00	021006	
5/26/16	01046		PLUS ANTISCALANT SODIUM HYDROXIDE	HAWKINS, INC.		4,878.50	021007	
5/26/16	00528		BOLT/GASKET KIT COUPLINGS	HD SUPPLY WATERWORKS, LTD		326.71	021008	
5/26/16	01321		PEST CONTROL-ADMIN 05/16 PEST CONTROL-MAINT 05/16	HOFFERS PEST SOLUTIONS, INC.		250.00	021009	
5/26/16	00033		CPE COURSES 2016	HOLMES, M KAY		233.15	021010	
5/26/16	01172		SUPPLIES TAXES WWTP WALL AC TAXES GENERAL SUPPLIES MICROWAVE/WWTP MAINT SUPPLIES CREDIT INVOICE WALL AC/SUPPLIES	HOME DEPOT		620.20	021011	
5/26/16	00346		CARPET CLEAN-WTR CARPET CLEAN-WW CARPET CLEAN-FIELD CLEAN-ADMIN BLDG & STEPS	TIMOTHY W. HOUSE		1,533.00	021012	
5/26/16	01506		HOSE FITTINGS	INDUSTRIAL HOSE & HYDRAULICS, INC.		238.49	021013	
5/26/16	01547		10 HP STATOR/ALL LS 10 HP STATOR/ALL LS 10 HP STATOR/ALL LS 10 HP STATOR/ALL LS 10 HP STATOR/ALL LS 10 HP STATOR/ALL LS 10 HP STATOR/ALL LS	KAMAN INDUSTRIAL TECHNOLOGIES CORP.		6,885.00	021014	
5/26/16	01231		BUTTERFLY GARDEN	MISS FANCY PLANTS		1,041.52	021015	
			ADMIN LIFE INS 06/16 WATER LIFE INS 06/16 WW LIFE INS 06/16 MAINT LIFE INS 06/16 FIELD LIFE INS 06/16 LIFE INS W/H..WS 06/16 LIFE INS W/H..GF 06/16					

CSID -----CSID---- KWOOD

CSID - WATER & SEWER FUND
 BANK H CHKING-ENTERPRISE

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO... YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/26/16	01471			LIFE INS..CSID-GF.ER06/16 LIFE INS..MEAD PT-ER06/16 LIFE INS.PTREE-ER 06/16 LIFE INS.PTREE-EE 06/16	MUTUAL OF OMAHA		5,879.02	021016	
5/26/16	01406			ANNUAL EMERG. PHONE WATER ANNUAL EMERG. PHONE WASTE ANNUAL EMERG. PHONE MAINT ANNUAL EMERG. PHONE FIELD ANNUAL EMERG. PHONE-GF	NETWORK INNOVATIONS US, INC.		1,132.34	021017	
5/26/16	00045			DFS SHIPPING SHIPPING/ANIT SCALANT	PAKMAIL		63.14	021018	
5/26/16	01392			CAR WASH SUPPLIES UNIT=034 BATTERY	PEP BOYS		161.88	021019	
5/26/16	00551			CSID REPLY ENVELOPE10,000	PRINTING CORP. OF THE AMERICAS, INC		377.00	021020	
5/26/16	00072			EFFLUENT SAMPLER SERVICES/EFFLUENT PUMP PUMP/DEEP INJECT WELL #1	RICE PUMP & MOTOR INC		706.57	021021	
5/26/16	01175			MANAGEMENT FEE 05/16	SEVERN TRENT ENVIRONMENTAL SERVICES		6,556.33	021022	
5/26/16	01246			UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD UNIFORMS-GF 5/18/16	UNIFIRST CORPORATION		202.40	021023	
5/26/16	01498			ROTOGUARD PRESS SHIPPING	UNITED STATES PLASTIC CORP.		128.86	021024	
5/26/16	00441			BACKHOE SERVICE/MAINT.	USA EQUIPMENT SOLUTIONS		775.45	021025	
5/26/16	01465			ADMIN BLDG LS REPAIR FREIGHT	USA BLUEBOOK		230.68	021026	
				REPAIRS TO PLANT F	WORLD ELECTRIC SUPPLY, INC.		32.74	021027	
					TOTAL FOR BANK H		941,319.50		
					TOTAL FOR REGISTER		941,319.50		

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