CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING

Tuesday, August 22, 2023 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

DECORUM - Jacob Horowitz, City Attorney

CHANGES TO AGENDA/EMERGENCY MATTERS

PROCLAMATIONS/PRESENTATIONS

1. Pet Adoption - **Commissioner Mallozzi**

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns - *Any individual may speak for a time period of up to three (3) minutes' duration regarding any matters which are pertinent to the City, including any item listed on the meeting agenda. If a person desires to speak on an item that is designated for a public hearing, their comments should be held until the public hearing.*

LAND DEVELOPMENT MATTERS

(Florida court rulings now require all land development matters to be considered by the City Commission in a quasi-judicial process. All persons who wish to give testimony or present evidence must be sworn in. Copies of the complete procedures are available in the Office of the City Clerk).

Resolutions

2. **Resolution 23-16 (Community Development)**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, GRANTING SITE PLAN APPROVAL PURSUANT TO SITE PLAN AMENDMENT PETITION #SPA 5-2-23, FOR THE APPROXIMATELY 6.99 ACRES OF REAL PROPERTY, GENERALLY LOCATED ON THE SOUTHWEST CORNER OF UNIVERSITY DRIVE AND MONTERRA BOULEVARD, IN COOPER CITY, FLORIDA (THE "PROPERTY"); PROVIDING FOR CERTAIN OUTDOOR SEATING AT THE PROPERTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CONSENT AGENDA

Minutes

3. July 24, 2023 Budget Workshop Minutes
4. July 25, 2023 Special Commission Meeting Minutes
5. July 25, 2023 Commission Meeting Minutes

Resolutions

6. **Resolution 23-17 (Utilities)**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE RELEASE OF WARRANTY BOND ASSOCIATED WITH MONTERRA ACTIVE ADULT RESIDENCES DEVELOPMENT PROJECT FOR THE PROPERTY GENERALLY LOCATED AT 3991 NW 82ND AVENUE, COOPER CITY, FLORIDA; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THAT INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to Approve

7. Motion to approve the second amendment to the agreement with Government & ERP Implementation Services, LLC - **Administration**
8. Motion to approve and authorize an agreement with the City of Cape Coral, Florida contract with HydroCorp, LLC, in the amount not to exceed $70,000.00 per year or as appropriated in the annual budgets to provide management services, including testing, repair, and installation of backflow preventers, for the City's water system Cross Connection Control Program. - **Utilities**

REGULAR AGENDA

9. Discussion and possible action on appointing an appointee and alternate to the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida Governing Board - **Mayor Ross**
10. Discussion on the Executive Assistant to the Elected Official's chain of command - **Commissioner Shrouder**
11. Discussion and Possible Action on allowing liquor at Community Center and Pool & Tennis Center facility rentals - **Mayor Ross / Commissioner Mallozzi**
12. Update from the Human Resources Department regarding the fraud hotline and the status of current open positions - **Commissioner Shrouder**
13. Discussion and possible action on cleaning the canal in Flamingo Gardens at SW 118 Avenue, Cooper City, Fl. 33330 – **Commissioner Mallozzi**
14. Discussion and possible action on the placement of a dog park at the southeast corner of Flamingo Park - **Commissioner Shrouder**
15. Discussion regarding Street Lights and Monument Signs - **Commissioner Shrouder**
16. Discussion on the use of Franklin Academy for the purpose of staging vehicles during certain times in an effort to alleviate traffic congestion on Flamingo Road - **Parks & Rec**
17. Motion to approve Evergreen Solutions, LLC's Classification and Compensation Study Recommendations – **Administration & Human Resources**

18. Motion to approve and authorize the updated job descriptions and posting for recruitment of positions of Chief Plant Operator in the pay range between $66,743.57 and $85,098.06, and Plant Operations Superintendent, retitled from the position of Plant Operations Supervisor, in the pay range between $81,127.23 and $103,437.22, reflecting the minimum and mid-points of the proposed pay ranges in the Pay and Classification Study. - **Utilities**

REGULAR RESOLUTIONS

19. **Resolution 23-18 - (Administration)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE SEVENTH AMENDMENT TO THE ORIGINAL AGREEMENT BETWEEN THE CITY OF COOPER CITY AND WASTE MANAGEMENT, INC. OF FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCES ON FIRST READING

20. **Ordinance 23-17 (Commission)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 25 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "DEVELOPMENT STANDARDS;" BY SPECIFICALLY AMENDING ARTICLE VI, ENTITLED "ROADS AND RIGHTS-OF-WAY;" CREATING SECTION 25-97, TO BE ENTITLED "PROHIBITED MATERIALS;" PROHIBITING THE USE OF PHOSPHOGYPSUM TO CREATE OR REPAIR CITY OF PRIVATE ROADS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. – **Commissioner Katzman**

21. **Ordinance 23-18 (Commission)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 2 OF THE COOPER CITY CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY AMENDING ARTICLE II, ENTITLED "CITY COMMISSION;" CREATING SECTION 2-26, TO BE ENTITLED "PROHIBITED CAMPAIGN CONTRIBUTIONS;" PROHIBITING CANDIDATES FOR CITY COMMISSION FROM SOLICITING OR ACCEPTING CAMPAIGN CONTRIBUTIONS FROM CITY VENDORS, LOBBYISTS OR REAL ESTATE DEVELOPERS; CREATING SECTION 2-27, TO BE ENTITLED "DISCLOSURE OF CAMPAIGN CONTRIBUTIONS;" REQUIRING MEMBERS OF THE CITY COMMISSION TO DISCLOSE WHETHER THEY PREVIOUSLY RECEIVED ANY CAMPAIGN CONTRIBUTIONS FROM CITY VENDORS AT THE TIME OF THE COMMISSION AWARD OF A CONTRACT TO SUCH VENDOR; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. – **Commissioner Shrouder**

CITY MANAGER REPORT

22. Emergency Budget Transfer Authorization Notification

23. Solid Waste RFP Update

CITY ATTORNEY REPORT

POLICE CHIEF'S REPORT

24. Police Chief's Report

FIRE CHIEF'S REPORT

25. Fire Chief's Report

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

ADJOURNMENT

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

HI, THERE!

MY NAME IS LARISSA

- Gets along with dogs & loves people.
- Walks well with a leash.
- Completed Heartworm treatment.



Please come to the Humane Society of Broward County to meet me. If you have questions call 954-989-3977, ext. 6.

CITY OF Cooper City
Someplace Special

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 23-16 (Community Development)**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, GRANTING SITE PLAN APPROVAL PURSUANT TO SITE PLAN AMENDMENT PETITION #SPA 5-2-23, FOR THE APPROXIMATELY 6.99 ACRES OF REAL PROPERTY, GENERALLY LOCATED ON THE SOUTHWEST CORNER OF UNIVERSITY DRIVE AND MONTERRA BOULEVARD, IN COOPER CITY, FLORIDA (THE "PROPERTY"); PROVIDING FOR CERTAIN OUTDOOR SEATING AT THE PROPERTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of Resolution 23-16. The Planning and Zoning Board unanimously recommended approval 7-0 providing outdoor seating at the property.

ANALYSIS/BACKGROUND OF ITEM:
The subject site is located at the southwest corner of University Drive and Monterra Boulevard. It borders the previously approved Monterra Apartments senior living facility to the west. The plans reflect 43 seats under the 585 sq/ft covered area on the east side of the building. The 1st Watch restaurant received an administrative review/approval for 20 outdoor dining seats, however, code requires anything more than 20 seats to submit a site plan amendment request and to provide additional parking for the outdoor seating area.

The original site plan provided 310 parking spaces which included 9 spaces dedicated to community assembly uses. In order to provide sufficient parking for this outdoor dining area, 1 additional space was added to the site plan adjacent to building 5 and the 9 spaces dedicated to community assembly uses were reallocated and applied to this seating area.

Safety bollards are being installed to provide a barrier between the adjacent parking stalls and the dining area. The covered area is also fully fenced in with a decorative aluminum rail fence with signage indicating the limits for alcohol consumption by restaurant patrons.

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATION: The Site Plan Amendment petition has been reviewed by the DRC for conformance with the applicable zoning district regulations and Design Guidelines and is in conformance with those provisions. The DRC recommends approval of the Site Plan Amendment petition as safety precautions have been taken and the required parking is being provided.

STRATEGIC PLAN:
Helps promote public safety with an outdoor dining option and economic development for our commercial centers.

FISCAL IMPACT:
None

ALTERNATIVES:
None

ATTACHMENTS:

1. Resolution 23-16
2. P&Z Staff Report
3. P&Z Minutes
4. Architectural Plans

Workflow History

User	Task	Action	Date/Time
Chockley, Jason	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	07/24/23 10:31 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	07/27/23 03:03 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	07/27/23 03:16 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	07/28/23 05:10 PM
Allen, Tedra	END WORKFLOW - APPROVED		07/28/23 05:33 PM

MEMORANDUM

To: City Commission

From: Jason Chockley, Acting Community Development Director

Date: August 8, 2023

Re: Petition # SPA 5-2-23
Site Plan Amendment for Monterra Parcel C-2 – Shoppes of Monterra Commons

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LOCATION: Southwest corner of University Drive and Monterra Boulevard

SIZE/ACRES: 6.99 acres

OWNER/AGENT: Monterra Investments, LLC/Craven Thompson and Assoc., agent

FUTURE LAND USE PLAN DESIGNATION: Commercial

ZONING DESIGNATION: PMUD, Planned Mixed Use Development District

ANALYSIS: This petition is being presented for a site plan amendment to add outdoor seating to the 1st Watch restaurant building on the North portion of the center.

The subject site is located at the southwest corner of University Drive and Monterra Boulevard. It borders the previously approved Monterra Apartments senior living facility to the west. The plans reflect 43 seats under the 585 sq/ft covered area on the east side of the building. The 1st Watch restaurant received an administrative review/approval for 20 outdoor dining seats, however code requires anything more than 20 seats to submit a site plan amendment request and to provide additional parking for the outdoor seating area.

The original site plan provided 310 parking spaces which included 9 spaces dedicated to community assembly uses. In order to provide sufficient parking for this outdoor dining area, 1 additional space was added to the site plan adjacent to building 5 and the 9 spaces dedicated to community assembly uses were reallocated and applied to this seating area.

Safety bollards are being installed to provide a barrier between the adjacent parking stalls and the dining area. The covered area is also fully fenced in with a decorative aluminum rail fence with signage indicating the limits for alcohol consumption by restaurant patrons.

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATION: The Site Plan Amendment petition has been reviewed by the DRC for conformance with the applicable zoning district regulations and Design Guidelines and is in conformance with those provisions. The DRC recommends approval of the Site Plan Amendment petition as safety precautions have been taken and the required parking is being provided.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board, at their meeting of July 10, 2023, **unanimously recommended Approval** of the proposed SPA 7-0

RESOLUTION NO. 23-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, GRANTING SITE PLAN APPROVAL PURSUANT TO SITE PLAN AMENDMENT PETITION # SPA 5-2-23, FOR THE APPROXIMATELY 6.99 ACRES OF REAL PROPERTY, GENERALLY LOCATED AT ON THE SOUTHWEST CORNER OF UNIVERSITY DRIVE AND MONTERRA BOULEVARD, IN COOPER CITY, FLORIDA (THE "PROPERTY"); PROVIDING FOR CERTAIN OUTDOOR SEATING AT THE PROPERTY; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Monterra Investments, LLC, through its agent, Craven Thompson and Assoc. (the "Applicant"), filed Site Plan Amendment petition #SPA-5-2-23 (the "Petition"), seeking to amend the site plan for the approximately 6.99 acres of real property, known as Shoppes of Monterra Commons, generally located at on the southwest corner of University Drive ad Monterra Boulevard (the "Property"); and

WHEREAS, the Applicant seeks to amend the site plan to provide for outdoor seating for the 1st Watch restaurant building on the north portion of the Property; and

WHEREAS, the City's professional staff, as detailed on the Staff Report attached hereto as Exhibit "A" and incorporated herein, recommends approval of the Applicant's site plan amendment petition; and

WHEREAS, pursuant to the City's Code of Ordinances and applicable law, a public meeting has been advertised setting forth the date, time and place of the meeting regarding the review of the Petition; and

WHEREAS, the City Commission has examined the Petition and staff recommendations and determined that the Petition is in compliance with the City Code and applicable design guidelines for the Property; and

WHEREAS, a Public Hearing on this request was held by the Planning & Zoning Board on July 10, 2023, after due notice of publication; and

WHEREAS, the Planning & Zoning Board has submitted to the City Commission their recommendation, a copy of which is included in the Staff Report, and recommends the approval of the Petition; and

WHEREAS, the City Commission finds that approving the Petition for the site plan amendment is in the best interests of the citizens and residents of the City of Cooper City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: **Approval.** That the Applicant's site plan amendment petition (SPA#5-2-23) is hereby approved.

Section 3: Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed

by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 4. Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this _____ day of _____, 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

PLANNING & ZONING ADVISORY BOARD

Draft

Minutes of July 10, 2023

Meeting Called to order at 7:00 P.M.

1. ROLL CALL

P&Z Board Members

MEMBERS	7/10/23	4/03/23	2/06/23	10/17/22	8/15/22	7/25/22	5/02/22	4/04/22	2/07/22	1/10/22
Jimmy Goulet	P	P	A	A	P	P	P	P	P	P
David Rouse	P	P	P	P	P	P	P	A	P	P
Jim Federici	P	P	P	P	P	P	P	P	P	P
Kelly Brown	A	P	P	P	P	A	P	P	P	A
Alex Weisberg	P	P	P	P	A	P	P	P	P	P
William Barkins	P	P	A	P	P	A	P	P	P	P
James Curran	P	P	P	P	P	P	P	P	P	P
Natalie Mor	A	P	P							
Robin Morganstine	P	P	P							
Michelle Stern	A	P	P							

** New appointment*

STAFF PRESENT: *Jason Chockley, Assistant Director of Community Development*
Scott Peavler, Craven, Thompson & Associates, Applicant
Alan Goldberg, Diversified Realty Development, Applicant

2. P&Z BOARD - MINUTES - WAIVE/APPROVE MINUTES OF 04/03/2023:

Motion to waive the reading of the minutes made by William Barkins and seconded by James Curran. All ayes on voice vote. **MOTION WAS APPROVED.** Motion to approve the minutes made by James Curran and seconded by Jimmy Goulet. All ayes on voice vote. **MOTION WAS APRROVED.**

3. PUBLIC COMMENTS:

None

4. NEW BUSINESS:

SHOPPES AT MONTERRA COMMONS
SITE PLAN AMENDMENT #SPA 5-2-23

Chairman Rouse turned the item 4A over to Mr. Chockley.

Mr. Chockley introduced the item as a site plan amendment for the Shoppes at Monterra Commons, specifically parcel C2. He said this petition is being presented for a site plan amendment to add outdoor seating to the First Watch restaurant building which is on the north portion of the center. The site plan reflects forty-three seats under the 685 square feet covered area on the east side of the building. First Watch restaurant received an administrative review and approval for twenty outdoor seats, however code requires anything more than twenty seats to submit a site plan amendment request and provide additional parking for that outdoor seating. The original site plan provided 310 which included nine

spaces dedicated to community assembly. In order to provide sufficient parking for this outdoor dining area, one additional space was added to the site plan adjacent to building five and the nine spaces dedicated to community assembly uses were reallocated and applied to this seating area. Safety bollards are being installed to provide a barrier between adjacent parking stalls and the dining area. The covered area is also fully fenced in with a decorative aluminum rail fence with signage indicating the limits for alcohol consumption by the restaurant patrons. This meets all of the requirements and staff comments from the DRC. The P&Z Board is requested to make a recommendation which would be forwarded to the City Commission.

Chairman Rouse turned it over to the staff for any questions the Board might have.

Chairman Rouse said he had a question regarding the nine of spaces that were allocated for community assembly. He asked that staff describe a little bit more what that means and what they were originally allocated for.

Mr. Chockley said community assembly has a specific parking ratio required by code at one to 100 square footage. We had nine spaces dedicated to community assembly use within the center. The outdoor seating over twenty seats requires it to be parked at restaurant square footage of one to 200. They needed to have additional spaces for the 585. By allocating the [spaces] dedicated for community assembly and adding one more gave them the ten spaces needed for seats twenty-one through forty-three.

Mr. Weisberg asked where on the map those specific spaces are located.

Mr. Chockley said there is not an area that says these are community assembly spaces. They were ear marked towards having a certain amount of square footage for community assembly anywhere within the center. With those spaces being reallocated, they would not have community assembly anywhere in the center and not be applying that one to 100 dedicated ratio. It is being overlaid and put towards this outdoor seating now.

[Inaudible discussion]

Mr. Federici asked if the childcare center had added another parking space.

Mr. Chockley said yes. Everything is parked as a whole. The additional space next to The Learning Center was the easiest fit. Everything else with the drive aisles and the stop signs created safety issues.

Mr. Curran asked if this is a town center with the whole layout as first come, first serve for parking. The bigger picture is there's enough parking for everybody.

Mr. Chockley said correct.

Mr. Federici asked if there was going to be any type of fence on the north side of the property since you have all this outdoor seating and Monterra Boulevard is right there.

Mr. Chockley said the entire outdoor seating area is fenced.

Mr. Federici asked if the fence was not up yet.

Mr. Chockley said no. It is still under construction.

Chairman Rouse turned the item over to the petitioner.

Mr. Peavler introduced himself as Scott Peavler of Craven, Thompson & Associates representing applicant Diversified.

Mr. Goldberg introduced himself as Alan Goldberg of Diversified Realty Development. He said we are the developers on this project.

Mr. Peavler said adding the additional seats that First Watch requires for their outdoor seating is pretty straight forward. We split it up with the twenty to kind of get through the administrative approval because Culver's was waiting on site plan approval so they can continue for their Certificate of Occupancy. So that's why we split it with the admin and then we're coming back to add the additional seating that First Watch requires.

Mr. Goldberg said we understand that since COVID every restaurant wants outdoor seating because every patron wants outdoor seating. We did not anticipate the amount of outdoor seating that they would want when we first envisioned the project. As we went down the road, we made the necessary changes to meet demand and accommodate these requirements.

Chairman Rouse turned it over to the Board for any questions they might have.

Mr. Federici asked if it was going to be wide open or if there would be a canopy or anything.

Mr. Peavler said it is all under canopy.

[Inaudible discussion]

Mr. Peavler said the railing is still being fabricated.

Mr. Goldberg said the metal canopy is already up but it will be totally enclosed as a place they can serve on that patio.

Chairman Rouse said we are not cutting any parking spaces.

MOTION: TO APPROVE SHOPPES AT MONTERRA COMMONS SITE PLAN AMENDMENT #SPA 5-2-23 MADE BY JAMES CURRAN AND SECONDED BY JIMMY GOULET. THERE WERE ALL AYES ON THE ROLL CALL VOTE. MOTION WAS APPROVED.

[Inaudible discussion]

5. COMMUNITY DEVELOPMENT REPORT:

Chairman Rouse turned it over to Mr. Chockley to inform what petitions they have upcoming.

Mr. Chockley said we do not have anything date specific at this time. The Hanson property was put under contract with CC Devco. We are sitting down with them now looking at some conceptual site plans. I think they are going to look something similar to Kingfisher at about thirty-nine units on that tract of land which is at 106th Avenue and Griffin.

[Inaudible discussion]

Mr. Chockley said the cottage is in pretty rough shape. The other one is a little bit better condition. It is going to need a good amount of fill. We will see when that one comes in. We are in talks with the builder looking at the Sara David piece at the corner of 106th and Stirling. They want to do kind of a hybrid ninja obstacle course but with an academic basis in a freestanding building. We are in very early conversation with them.

[Inaudible discussion]

6. BOARD MEMBER CONCERNS:

Chairman Rouse turned it over to the Board for any concerns they might have.

Mr. Federici said I brought my magnifying glass because I was trying to read some stuff in the legend. He asked if we could do a litter better and make it a little bigger.

Mr. Chockley said we can go back to asking for full size for them.

[Inaudible discussion]

Mr. Chockley said we've got the digital copies and we post everything. Most of them requested we go to the smaller print but the digital is always on the website.

Mr. Federici asked when I see something that says "staff recommends", if that was from you guys or if that is from the DRC.

Mr. Chockley said it is from the DRC. He said usually anything that is a variance related or an increase in density, that's a policy decision. Staff will usually be neutral in that. If there are major concerns that we have that have been outstanding, that they haven't addressed that are strong recommendations, we may have a recommendation of denial, but it's still Commission's option to overturn it. If everything meets code, all safety aspects are good, and the DRC has no outstanding comments, then it will be a recommendation of approval.

Chairman Rouse asked if we have any date when we're going to start working toward that quasi-judicial process with any site plans and things like that and if it had passed City Commission.

Mr. Chockley said yes, it did pass the City Commission. It is just a hierarchy of the bigger petitions, so obviously something simple like that would not require it but the CC Devco petition would. That would be at the level where we would have legal representation.

Mr. Curran said that there is some property on Flamingo, three or four parcels, next to the temple on the corner of Country Glen that just recently sold. He said he was at a gathering recently where they expressed a serious interest of wanting to convert that from Ranches to Cooper.

Mr. Chockley said is depends on what they are looking to do with it. For residential or something that's going to be a tax generating use, I don't see why we would be opposed to it, however, Southwest Ranches has to sign off on the de-annexation regardless of what we want. Even if we want it, if they're not willing to sign that off, it doesn't mean anything.

Mr. Curran asked to confirm that is doesn't matter if the property is touching us on three different sides like with the Walmart.

Mr. Chockley said correct. If it was unincorporated, that would come into play where the land goes. Since it's already incorporated, Southwest Ranches would have to be willing to de-annex it for us to annex it.

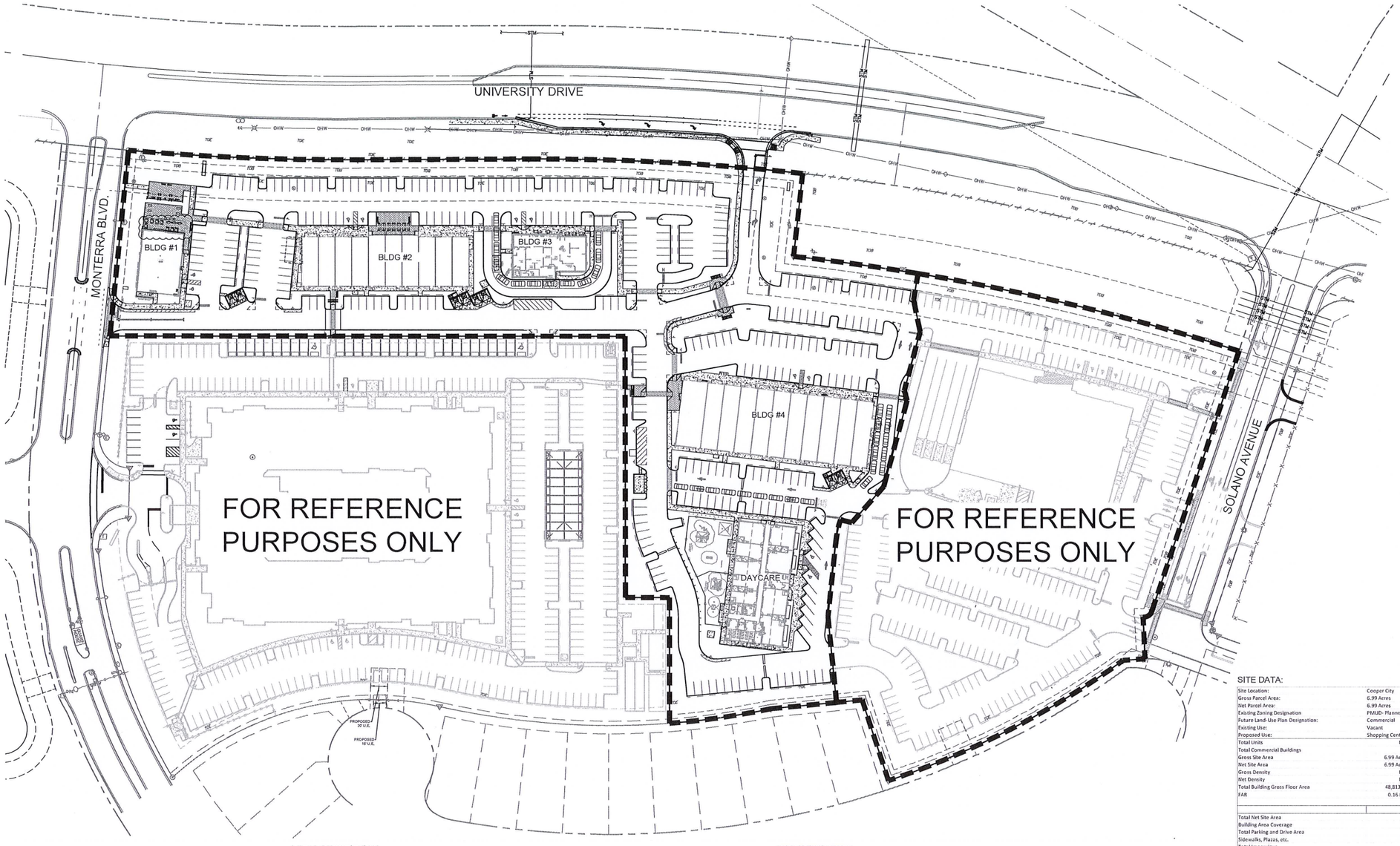
[Inaudible discussion]

Mr. Chockley said there is a big plot on the west side of Flamingo just north of Sheridan Street which is about forty acres. They really want that to come into Cooper City because Southwest Ranches won't grant them anything more than one unit per acre.

[Inaudible discussion]

7. ADJOURNMENT:

Meeting adjourned at 7:21 PM.



0 60' 120'

SCALE: 1" = 60'

VERTICAL INFORMATION HEREON IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (NAVD88).

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

LEGAL DESCRIPTION:
NORTH PARCEL:

A PARCEL OF LAND BEING A PORTION OF PARCEL "O-2", "MONTERRA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 155 THRU 168, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL "O-2", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.64°07'47"W.;

THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL "O-2", ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°46'23" AND A RADIUS OF 2,964.79 FEET FOR AN ARC DISTANCE OF 40.00 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°17'37" AND A RADIUS OF 2964.79 FEET FOR AN ARC DISTANCE OF 273.92 FEET TO A POINT OF TANGENCY;

THENCE S.31°56'13"E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 203.32 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06°36'20" AND A RADIUS OF 2837.05 FEET FOR AN ARC DISTANCE OF 327.49 FEET TO A POINT ON A NON-TANGENT LINE, LYNE PREVIOUS THREE COURSES BEING COINCIDENT WITH THE EASTERLY LINE OF SAID PARCEL "O-2";

THENCE S.64°40'37"W, ALONG A LINE RADIAL TO THE LAST AND NEXT DESCRIBED CURVE, A DISTANCE OF 100.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE BEING 100 FEET WESTERLY OF AND CONCENTRIC WITH THE PREVIOUSLY DESCRIBED CURVE AND THE EAST LINE OF SAID PARCEL "O-2; A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.64°40'37"E.;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CONCENTRIC CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°08'31" AND A RADIUS OF 2737.05 FEET FOR AN ARC DISTANCE OF 150.09 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.68°01'42"W, A DISTANCE OF 31.94 FEET;

THENCE S.47°04'20"W, A DISTANCE OF 39.06 FEET;

THENCE S.73°26'57"W, A DISTANCE OF 72.83 FEET;

THENCE S.43°13'46"W, A DISTANCE OF 12.58 FEET;

THENCE S.73°26'57"W, A DISTANCE OF 107.10 FEET;

THENCE N.80°01'49"W, A DISTANCE OF 57.63 FEET;

THENCE N.18°17'45"W, A DISTANCE OF 13.86 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.13°46'54"W.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11°45'59" AND A RADIUS OF 127.57 FEET FOR AN ARC DISTANCE OF 26.20 FEET TO A POINT OF TANGENCY;

THENCE S.64°25'07"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 90.93 FEET;

THENCE S.52°48'08"W. A DISTANCE OF 103.24 FEET;

THENCE N.37°13'10"W, A DISTANCE OF 78.46 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.48°20'29"W.;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°35'59" AND A RADIUS OF 923.39 FEET FOR AN ARC DISTANCE OF 122.46 FEET TO A POINT ON A NON-TANGENT LINE;
THENCE N.58°21'58"E, A DISTANCE OF 150.53 FEET;

THENCE N.31°39'02"W. A DISTANCE OF 52.47 FEET;

THENCE N.58°21'58"E. A DISTANCE OF 313.54 FEET;

THENCE N.31°38'02"W. A DISTANCE OF 614.11 FEET;

THENCE N.64°07'47"E. A DISTANCE OF 223.80 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN COOPER CITY, BROWARD COUNTY, FLORIDA AND CONTAINING 6.99 ACRES (304,386 SQUARE FEET), MORE OR LESS.

BUILDING AREA BREAKDOWN:

Building No.	Square Footage
1	4,000
2	12,120
3	4,293
4	18,400
5	10,000
Total	48,813

SITE DATA:

Site Location:	Cooper City	
Gross Parcel Area:	6.99 Acres	
Net Parcel Area:	6.99 Acres	
Existing Zoning Designation	PMUD- Planned Mixed-Use Development District	
Future Land-Use Plan Designation:	Commercial	
Existing Use:	Vacant	
Proposed Use:	Shopping Center	
Total Units	N/A	
Total Commercial Buildings	5	
Gross Site Area	6.99 Acres	304,386 SF
Net Site Area	6.99 Acres	304,386 SF
Gross Density	N/A	
Net Density	N/A	
Total Building Gross Floor Area	48,813 SF	
FAR	0.16 FAR	

	SQFT.	Acres	Percent
Total Net Site Area	304,386	6.99 Acres	100.00%
Building Area Coverage	48,813	1.12 Acres	16.04%
Total Parking and Drive Area	152,551	3.50 Acres	50.12%
Sidewalks, Plazas, etc.	24,403	0.57 Acres	8.02%
Total Impervious	225,767	5.18 Acres	74.17%
Total Pervious (Landscaped Open Space)	78,619	1.81 Acres	25.83%

Parking	Required	Provided
Standard Spaces for Shopping (1 space / 150sf)	251 spaces	249 spaces
(3 spaces designated for Dry Cleaning Tenant)		
Outdoor Seating (1 space/ 50 sf)= 585 sf	12 spaces	12 spaces
Handicap Spaces	8 spaces	10 spaces
Daycare Facility (1 space / 6 children) 160 students	27 spaces	27 spaces
Daycare Facility Staff (1 space per employee)	13 spaces	13 spaces
Total Parking Spaces	**311 spaces**	**311 spaces**
Loading Spaces	2 spaces	2 spaces
Setbacks (do not include buffers)	**Required**	**Provided**
Front-East	25 feet	65.7 feet
Rear-West 1	25 feet	40.4 feet
Rear-West 2	25 feet	51.3 feet
Side - North 1 (Monterra Blvd)	0 feet	0 feet
Side- South (Solano Boulevard)	N/A	N/A

Building Height	Allowed	Provided
Building	45'-0"	24'-0"
Arch. Projections	50'-3"	38'-8"

Dumpster Data	Required	Provided
4 CY per 20,000 SF of Retail	12 CY	12 CY
Retail/ Daycare= 40,520 SF		3 enclosures @ 4 CY each= 12 CY
Restaurants= 2- 2 CY (Under 6,000 SF)	4 CY	8 CY
		2 enclosures @ 4 CY each= 8 CY

Notes:
1) Provided 4 CY surplus to be used for proposed restaurants to be confirmed at time of building permit.
2) All restaurant dumpster enclosures to be wet dumpster enclosures.

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FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

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BY:	DESCRIPTION:	DATE:
SWP	1. REVISED PER DRC COMMENTS	03/11/2020
SWP	2. REVISED PER DRC COMMENTS	06/01/2020
SWP	3. REVISED PER DRC COMMENTS	07/13/2020
SWP	4. SITE PLAN AMENDMENT	09/11/2020
SWP	5. SITE PLAN AMENDMENT	05/31/2023

APPROVED BY:
CHECKED BY:
DRAWN BY:
DESIGN BY:
SCALE: AS SHOWN
DATE: 12/19/2019

PREPARED FOR:
DIVERSIFIED COMPANIES, INC.

SHOPPES AT MONTERRA COMMONS
COOPER CITY, FLORIDA

OVERALL SITE PLAN

REGISTERED LANDSCAPE ARCHITECT
SCOTT WADE PEAVLER
LA 6666976
STATE OF FLORIDA
JUN 16 2023
Scott W. Peavler
Florida Reg. No. LA6666976
June 15, 2023

PROJECT NO.
10-0026.007-04

OSP-1

SHEET ___ OF ___

19

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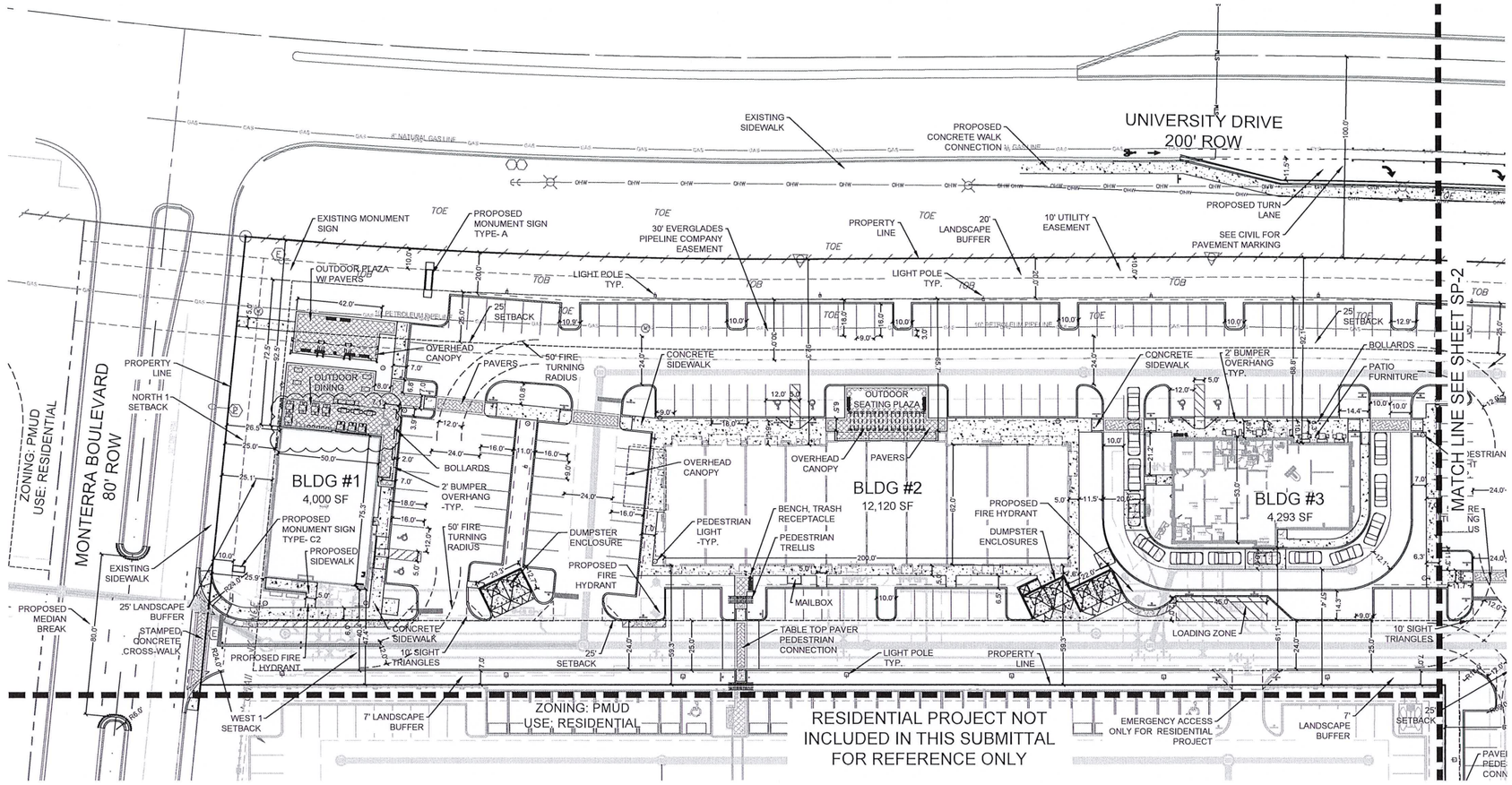
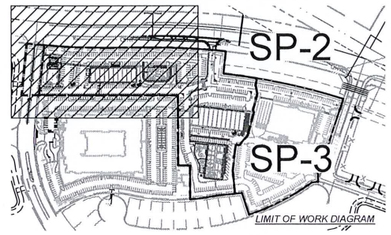
Meeting Date: 08/22/2023 Item #2.



0 30' 60'

SCALE: 1" = 30'



VERTICAL INFORMATION HEREON IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (NAVD88).

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

	DESCRIPTION:	DATE:	BY:
4	SITE PLAN AMENDMENT	06/01/2023	SWP
3	REVISED PER DRC COMMENTS	01/11/2023	SWP
2	REVISED PER DRC COMMENTS	06/01/2020	SWP
1	REVISED PER DRC COMMENTS	03/11/2020	SWP

APPROVED BY: | CHECKED BY: | DRAWN BY: | DESIGN BY: | SCALE: AS | DATE: 12

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SHOPPES AT MONTERRA COMMONS
COOPER CITY, FLORIDA

PREPARED FOR:
DIVERSIFIED COMPANIES, INC.

SITE PLAN

REGISTERED LANDSCAPE ARCHITECT
SCOTT WADE PEAVLER
LA 6666976
JUN 16 2023
STATE OF FLORIDA

Scott W. Peavler
Florida Reg. No. LA6666976
June 15, 2023

PROJECT NO.
10-0026.007-04

SP-1
SHEET ___ OF ___

20

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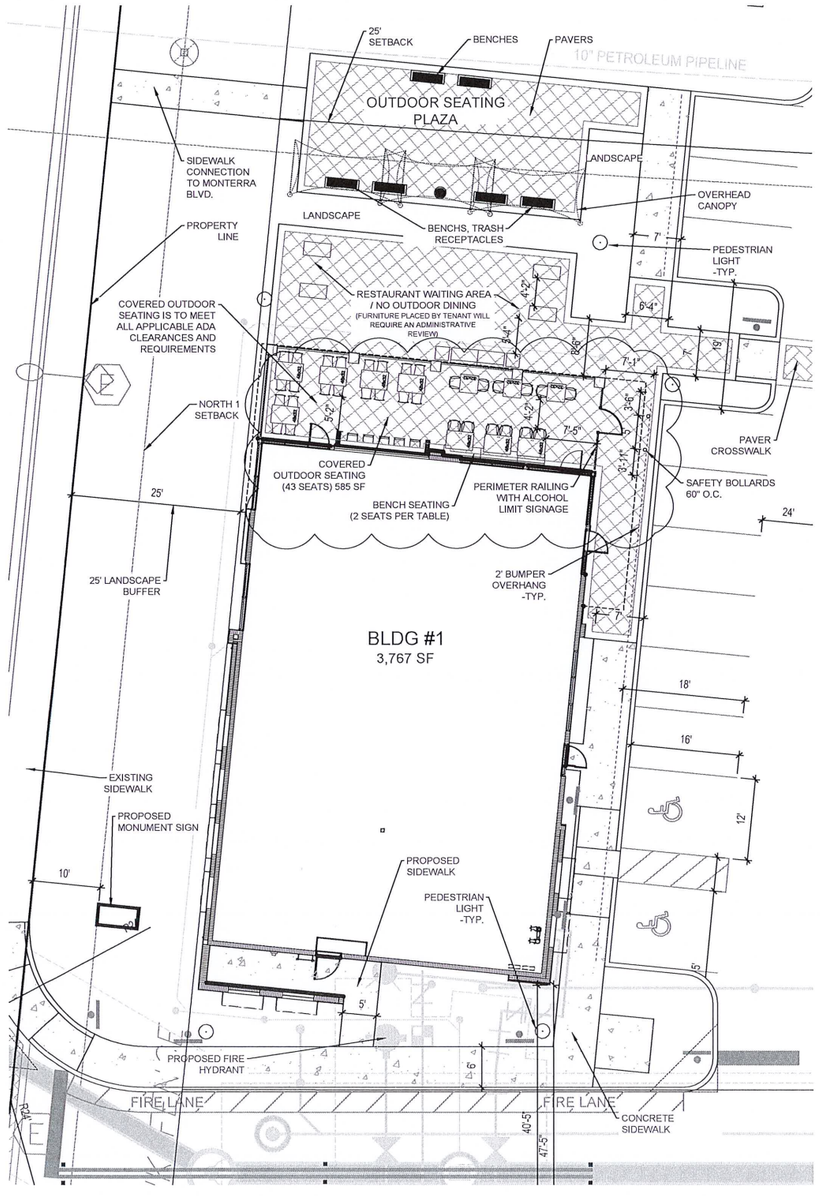


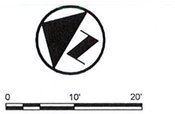
BUILDING #1 PLAZA ENLARGEMENT



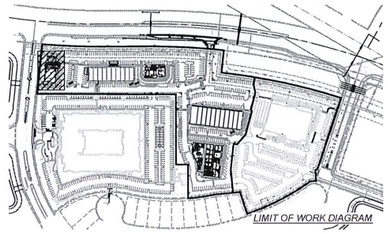
OUTDOOR SEATING SIGNAGE

NOTE:
1. NO ALCOHOL BEYOND THIS POINT SIGNAGE IS TO BE PROVIDED AT ANY EXIT POINTS FROM PERMITTED AREAS TO COMMON PUBLIC SPACES.

2. SIZE AND STYLE OF SIGNAGE TO BE DETERMINED BY TENANT.



SCALE: 1" = 10'



LIMIT OF WORK DIAGRAM

VERTICAL INFORMATION HEREON IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (NAVD88).

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DATE:	12		
SCALE:	AS		
DESIGN BY:			
4	SITE PLAN AMENDMENT	SWP	05/31/2023
DRAWN BY:	3	SITE PLAN AMENDMENT	SWP	01/11/2023
2	REVISED PER DRC COMMENTS	SWP	09/01/2020
CHECKED BY:	1	REVISED PER DRC COMMENTS	SWP	03/11/2020
APPROVED BY:	NO.	DESCRIPTION:	BY:	DATE:

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SHOPPES AT MONTERRA COMMONS
COOPER CITY, FLORIDA

PREPARED FOR:
DIVERSIFIED COMPANIES, INC.

SITE PLAN ENLARGEMENT

REGISTERED LANDSCAPE ARCHITECT
SCOTT WADE PEAVLER
LA 6666976
STATE OF FLORIDA
Scott W. Peavler
Florida R.L.A. No. LA6666976
Jun 15, 2023

PROJECT NO.
10-0026-007-04

SPE-1

SHEET ___ OF ___

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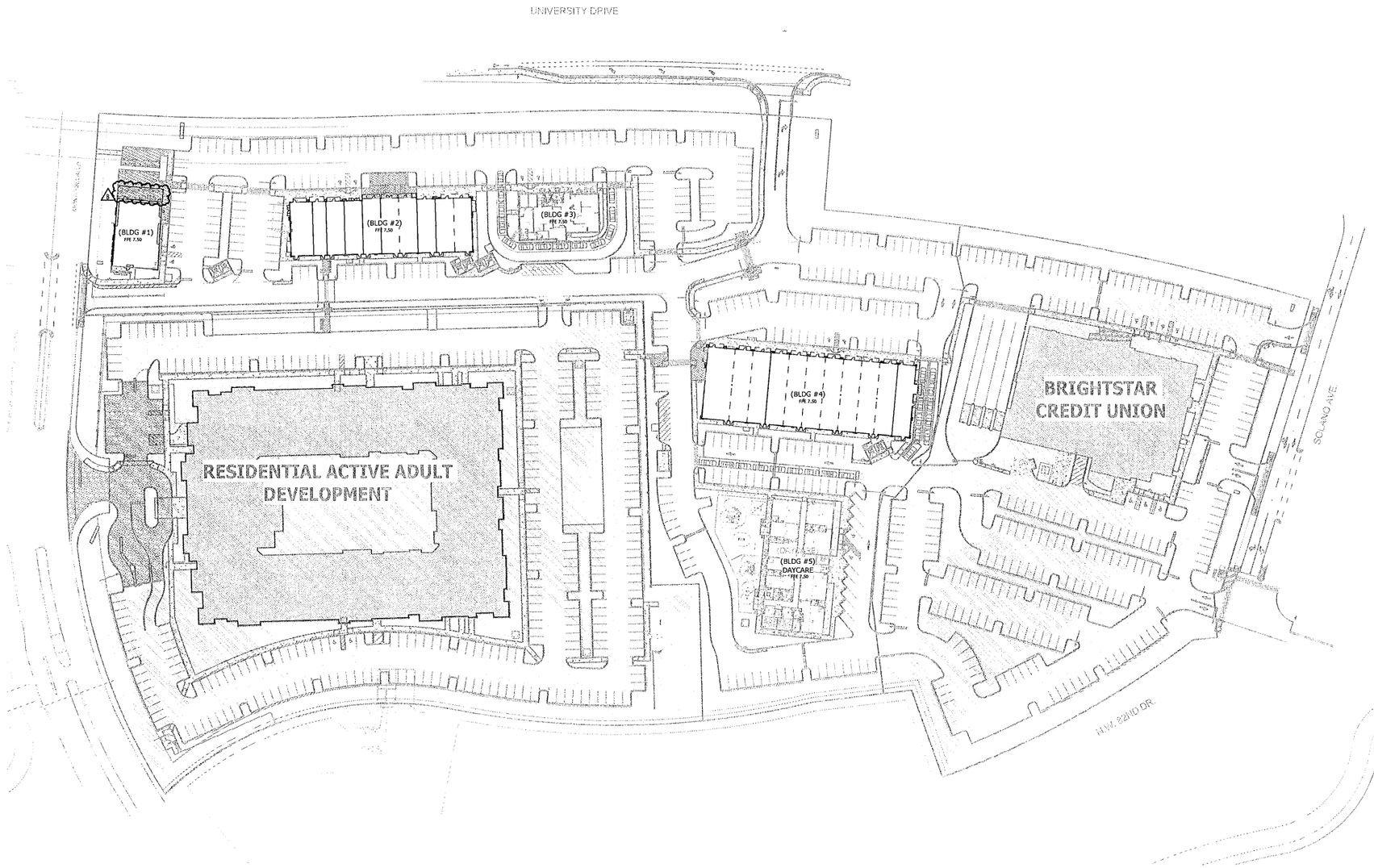
Meeting Date: 08/22/2023 Item #2.

SITE NOTES

1	THE SITE PLAN INFORMATION CONTAINED ON THIS SHEET IS PROVIDED FOR REFERENCE ONLY. REFER TO CIVIL DRAWINGS FOR DETAILED SITE INFORMATION. CIVIL DRAWINGS ARE CONTAINED IN A SEPARATE PERMIT PACKAGE.
2	REFER TO CIVIL DRAWINGS FOR GRADING, BUILDING LOCATION AND LOCATION OF ALL UTILITIES.
3	THIS IS NOT A SURVEY. REFER TO THE PLATTED SURVEY FOR ACCURACY.
4	NO SIGNAGE IS INCLUDED IN THIS PACKAGE. SIGNAGE SHOWN FOR REFERENCE ONLY. ALL SIGNAGE MUST BE PERMITTED SEPARATELY.
5	SEE CIVIL PLAN FOR PARKING SUMMARY.
6	REFER TO CIVIL DRAWING FOR PARKING COUNTS.



0 25' 50' 100' 150'

1" = 50'-0" GRAPHIC SCALE

1 ARCHITECTURAL SITE REFERENCE PLAN
SCALE: 1" = 60'-0"

TRUE NORTH

CORMIA
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Orlando, Florida 32810
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project

SHOPPES AT MONTERRA COMMONS
FOR DRC

University Drive
Cooper City, FL

seal

2023-05-31

To the best of our knowledge, belief and professional judgement, these plans and specifications are in compliance with the applicable building codes.

submissions

#	DATE	DESCRIPTION
1	2018-06-12	DRC SUBMISSION
2	2018-08-06	DRC RESPONSES
3	2019-12-12	DRC RE-SUBMISION
4	2020-03-11	REVISED PER DRC COMMENTS
5	2020-05-01	REVISED PER DRC COMMENTS
6	2023-02-24	REVISED PER DRC COMMENTS
7	2023-05-08	REVISED PER DRC COMMENTS
8	2023-05-31	SITE PLAN AMENDMENT

drawing info

PROJECT # :	17088
DRAWN BY :	LO, RB, TL, SC
CHECKED BY :	MC, RB

sheet number

SITE REFERENCE PLAN

A011

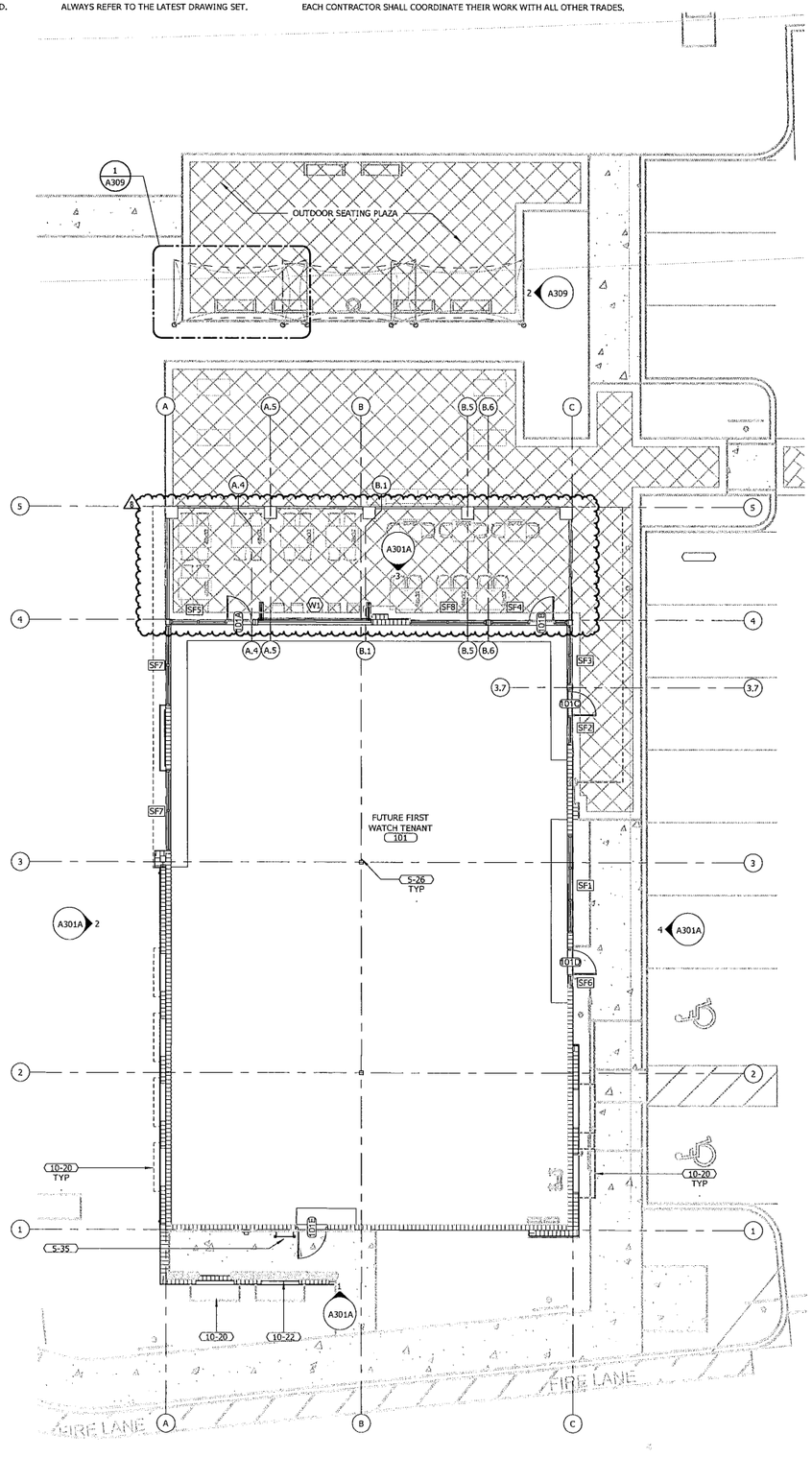
REVISED PER DRC COMMENTS

Written dimensions on these drawings shall have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job. Scott + Cormia Architecture and Interiors, LLC. must be notified immediately in writing of any variation from the dimensions and conditions shown on these drawings. Field verify all conditions prior to laying out or fabricating associated work. Bring to the architect's attention any deviation from designed conditions and field conditions prior to ordering materials and installing work, and cooperate with architect to modify such conditions at no additional cost to the owner, architect or architect's consultants. Stop details must be submitted to the architect's office and reviewed by the architect prior to ordering materials, fabrication and delivery to the job site, unless otherwise provided for under the specific contractual agreement between the architect and client. Scott + Cormia Architecture and Interiors, LLC. expressly reserves its common law copyright and other property rights in these documents. These documents are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining the express written permission of Scott + Cormia Architecture and Interiors, LLC. For the event of unauthorized use of these documents by a third party, the third party shall hold Scott + Cormia Architecture and Interiors, LLC. harmless and agrees to remunerate Scott + Cormia Architecture and Interiors, LLC. for such use in an amount equal to the original fee for the original documents, plus legal fees, court costs, collection fees and other costs.
5/25/2023 8:47:36 AM

Meeting Date: 08/22/2023 Item #2.

KEYNOTE LEGEND

5-26	STEEL COLUMN (SEE STRUCTURAL)
5-35	STEEL LADDER
10-20	CANVAS AWNING BY OTHERS
10-22	PRE-MANUFACTURED METAL CANOPY BY OTHERS, G.C TO PROVIDE SHOP DRAWINGS FOR REVIEW



1 FLOOR PLAN - BUILDING 1
SCALE: 1/8" = 1'-0"

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project
SHOPPES AT MONTERRA COMMONS
FOR DRC
University Drive
Cooper City, FL

seal

2023-05-31

To the best of our knowledge, belief and professional judgement, these plans and specifications are in compliance with the applicable building codes.

submissions

#	DATE	DESCRIPTION
1	2018-06-12	DRC SUBMISSION
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4	2020-03-11	REVISED PER DRC COMMENTS
5	2020-05-01	REVISED PER DRC COMMENTS
6	2023-02-24	REVISED PER DRC COMMENTS
7	2023-05-08	REVISED PER DRC COMMENTS
8	2023-05-31	SITE PLAN AMENDMENT

drawing info

PROJECT # : 17088
DRAWN BY : LO, RB, TL, SC
CHECKED BY : MC, RB

sheet number
FLOOR PLAN BUILDING 1

TRUE NORTH

A101

REVISED PER DRC COMMENTS

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IF THIS SHEET DOES NOT MEASURE TO 24 x 36, IT HAS BEEN ENLARGED OR REDUCED. ADJUST SCALE ACCORDINGLY.
THIS SHEET IS PART OF THE DOCUMENT SET AND SHOULD NOT BE SEPARATED. ALWAYS REFER TO THE LATEST DRAWING SET. EACH CONTRACTOR SHALL COORDINATE THEIR WORK WITH ALL OTHER TRADES.

Meeting Date: 08/22/2023 Item #2.

BUILDING DATA

OCCUPANCY CLASSIFICATION	CONSTRUCTION TYPE	SPRINKLER STATUS
GROUP A, ASSEMBLY (FBC-B 303.1)	TYPE II-B	FULLY SPRINKLERED
BUILDING HEIGHT AND AREA LIMITATIONS	MAX ALLOWABLE (1)	PROVIDED (2)
GROUP A-2, ASSEMBLY (FBC-B TABLE 504.3)	HEIGHT: 75'-00" AREA: 28,500 SF STORIES: 3	HEIGHT: 26'-00" AREA: 3,767 SF STORIES: 1

TYPE OF CONSTRUCTION

	BUILDING ELEMENTS	TYPE II-B
PER FBC-B TABLES 601 & 602	PRIMARY STRUCTURAL FRAME	0 hr
	BEARING WALLS, EXTERIOR	0 hr
	BEARING WALLS, INTERIOR	0 hr
	NON-BEARING WALLS, EXTERIOR	0 hr
	NON-BEARING WALLS, INTERIOR	0 hr
	FLOOR CONSTRUCTION	0 hr
	ROOF CONSTRUCTION	0 hr

OCCUPANCY NOTES

1. THE INDICATED SQUARE FOOTAGES ARE SOLELY FOR THE USE OF THE BUILDING DEPARTMENT'S REVIEW. SQUARE FOOTAGE CALCULATIONS ARE MADE BASED ON THE PLAN DIMENSION ONLY AND MAY VARY FROM FINISHED SQUARE FOOTAGES.
2. MAXIMUM FLOOR AREA ALLOWANCE PER OCCUPANT PER:
   A. FBC-B TABLE 1004.1.2
   B. NFPA-101: TABLE 7.3.1.2.
3. NFPA-101: 12.7.9.3 - OCCUPANT LOAD POSTING: OCCUPANT LOAD SIGN SHALL BE POSTED IN THE ROOMS OF ASSEMBLY. OCCUPANT LOAD SIGN WILL BE POSTED BEFORE FINAL INSPECTION FOR CERTIFICATE OF OCCUPANCY.
4. EGRESS WIDTH PER OCCUPANT SERVED:
   A. STAIRWAYS: 0.3" PER OCCUPANT (FBC-B 1005.3.1 & NFPA-101: TABLE 7.3.3.1)
   B. NON-STAIRWAYS: 0.2" PER OCCUPANT (FBC-B 1005.3.2 & NFPA-101: TABLE 7.3.3.1)

Exit Access Travel Distance | FBC-B, Table 1017.2
250 feet With/Without Sprinkler System

Dead-Ends | FBC-B 1020.4
20 ft

OCCUPANCY DATA

CONSTRUCTION DOCUMENTS ARE FOR BUILDING SHELL ONLY. NO OCCUPANCY ALLOWED UNTIL INTERIOR ALTERATIONS HAVE BEEN PERMITTED. CONSTRUCTION DOCUMENTS FOR TENANT IMPROVEMENTS WILL BE ISSUED FOR PERMIT SEPARATELY.

PLUMBING CALCULATIONS

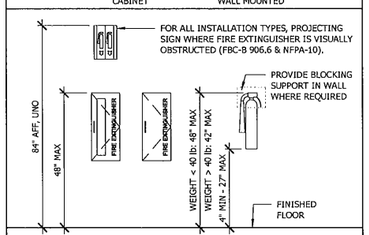
PLUMBING CALCULATIONS TO BE SUBMITTED AS PART OF TENANT IMPROVEMENT (T.I.) PACKAGE, WHICH IS ON A SEPARATE PERMIT.

OCCUPANCY DATA: LEVEL 1

#	NAME	AREAS	LOAD RATIO	LOAD
ASSEMBLY: UNCONCENTRATED (TABLES & CHAIRS)				
101	FUTURE FIRST WATCH TENANT	3,767 SF	15 NET	252
TOTALS:		3,767 SF		252

FIRE EXTINGUISHER LEGEND

CABINET WALL MOUNTED



FIRE EXTINGUISHERS SHALL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA-1, SECTION 13.6 OF THE FFPC AND NFPA-10, LOCATED SO THAT ALL AREAS ARE WITHIN 75' OF AN EXTINGUISHER. QUANTITY AND LOCATIONS WILL BE REVIEWED AND APPROVED WITH THE AUTHORITY HAVING JURISDICTION.

- PROVIDE ABC DRY CHEMICAL TYPE 2A-10BC, OR EQUIVALENT, LIGHT HAZARD EXTINGUISHER, TYP. WALL MOUNTED OR RECESSED CABINET PER PLAN.
- PROVIDE CLASS K WET CHEMICAL TYPE FIRE EXTINGUISHER IN FOOD PREP AREAS, TYP. MAX 30' FROM HOOD. A PLACARD SHALL BE PLACED CONSPICOUSLY NEAR THE CLASS K FIRE EXTINGUISHER STATING THAT "FIRE PROTECTION SYSTEM SHALL BE ACTIVATED PRIOR TO USING FIRE EXTINGUISHER."

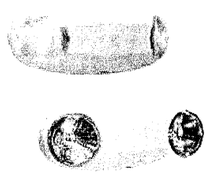


LITHONIA QUANTUM LGM S W 3 R, OR APPROVED EQUAL

GENERAL DESCRIPTION:

LAMP TYPE: LED
MOUNTING: SURFACE
HOUSING: THERMOPLASTIC
LETTERS: RED STENCIL
ELECTRICAL: SEE ELECTRICAL DRAWINGS
FINISH: WHITE
BATTERY: MUST BE ABLE TO RUN LIGHT FOR 90 MINUTES (MINIMUM)

3 TYP LED EXIT SIGN
SCALE: 1 1/2" = 1'-0"

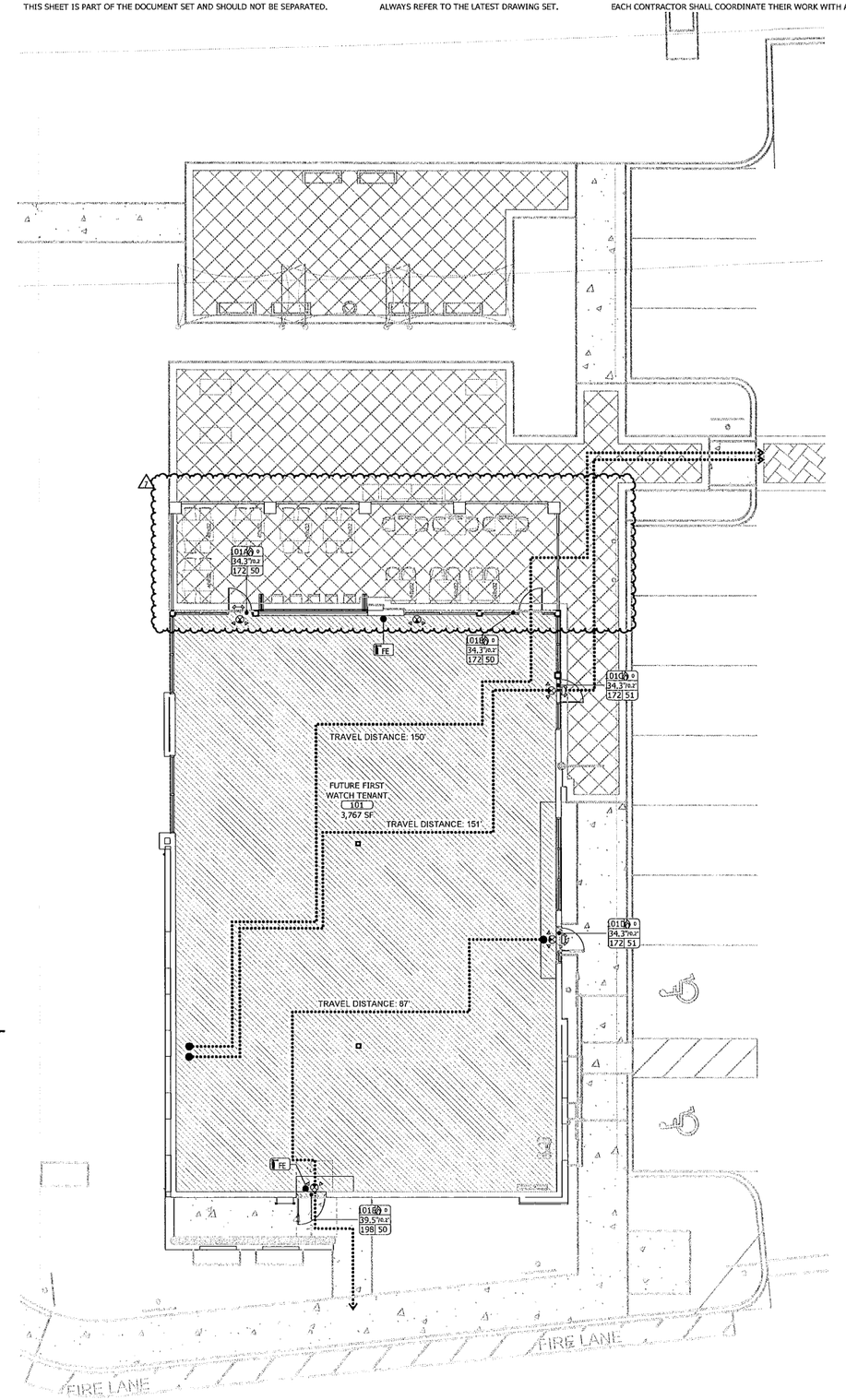


LITHONIA ELM/ELM2 QUICK MOUNT EMERGENCY LIGHT, OR APPROVED EQUAL (OR AS PER ELECTRICAL DRAWINGS)

GENERAL DESCRIPTION:

1. ALUMINUM FINISHED CHANNEL MOUNTING BASE WITH TEST SWITCH AND STATUS INDICATING LIGHT.
2. MATTE WHITE FINISH.
3. MAINTENANCE FREE BATTERY WITH FULL 5 YEAR WARRANTY.
4. UNIT SHALL HAVE AUTOMATIC CHARGER.
5. TAMPER RESISTANCE, SHORT CIRCUIT AND THERMAL PROTECTION.
6. LAMP MUST PROVIDE ADEQUATE LIGHT TO MEET CODE REQUIREMENTS
7. BATTERY MUST BE ABLE TO RUN LIGHT FOR 90 MINUTES (MINIMUM).

2 TYP EMERGENCY LIGHT DETAIL
SCALE: 1 1/2" = 1'-0"



1 LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"

LIFE SAFETY NOTES

#	NOTE
1	REFER TO SHEET G000 FOR LIST OF CURRENT APPLICABLE CODES.
2	REFER TO ELECTRICAL DOCUMENTS FOR COMPLETE ELECTRICAL AND LIFE SAFETY DEVICE REQUIREMENTS.
3	AT ALL TIMES, THE CONTRACTOR SHALL KEEP ALL REQUIRED EGRESS EXIT PATHS UNOBSTRUCTED, ILLUMINATED AND PROTECTED FROM CONSTRUCTION ACTIVITY.
4	GENERAL CONTRACTOR TO CONFIRM LOCATIONS OF FIRE EXTINGUISHERS WITH LOCAL FIRE MARSHAL.
5	INTERIOR LAYOUT FOR REFERENCE ONLY. TI DRAWINGS SUBMITTED ON SEPARATE PERMIT.

LIFE SAFETY LEGEND

TRAVEL DISTANCE: 00'-00" EXIT ACCESS TRAVEL DISTANCE (SEE FBC-B SECTION 1016)



DOOR NUMBER
FIRE RATING (MINUTES)
EXIT WIDTH
ACTUAL # OCCUPANTS SERVED
MAX OCCUPANTS ALLOWED (THIS DOOR)

FIRE RATED DOOR (MINUTES)

FIRE EXTINGUISHER W/ MOUNTING BRACKET

EXIT SIGN - TYP CENTERED ABOVE DOOR (SEE ELECTRICAL AND LIFE SAFETY SHEETS)

EMERGENCY LIGHT FIXTURE (SEE ELECTRICAL AND LIFE SAFETY SHEETS)

FIRE DEPT. KNOX BOX 3202 (WIRED TO TRIP ALARM SYSTEM) AS REQ'D BY LOCAL AUTHORITY. COORDINATE LOCATION W/ LOCAL FIRE MARSHAL.

SIGN ONLY

FIREFIGHTER SAFETY WARNING SIGNS FOR STRUCTURES WITH LIGHT-FRAME TRUSS TYPE CONSTRUCTION IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE CODE 69A-3.012:

- STRUCTURES WITH LIGHT-FRAME TRUSS ROOFS SHALL BE MARKED WITH THE LETTER "R"
- STRUCTURES WITH LIGHT-FRAME TRUSS FLOOR SYSTEM SHALL BE MARKED WITH THE LETTER "F"
- STRUCTURES WITH LIGHT-FRAME TRUSS FLOOR AND ROOF SYSTEM SHALL BE MARKED WITH THE LETTERS "RF"
- SYMBOLS MUST BE ALL WEATHER AND CONTRASTING BACKGROUND
- MALTESE CROSS SHALL:
  1. MEASURE 8" HORIZONTALLY AND 8" VERTICALLY
  2. BE BRIGHT RED REFLECTIVE IN COLOR
  3. BE WITHIN 24" OF AND TO THE LEFT OF THE MAIN ENTRY
  4. SHALL BE NOT LESS THAN 4 FEET ABOVE GRADE
  5. BE NOT MORE THAN 6 FEET ABOVE GRADE
- IT MAY BE DETERMINED THAT ADDITIONAL SIGNS MAY BE NEEDED AS DETERMINED BY THE FIRE MARSHAL

ROOM OCCUPANCY LEGEND

ASSEMBLY: UNCONCENTRATED (TABLES & CHAIRS)

CORMIA
ARCHITECTURE + INTERIORS
Scott + Cormia Architecture and Interiors, LLC
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project
SHOPPES AT MONTERRA COMMONS
BUILDING 1
3900 N. UNIVERSITY DRIVE
COOPER CITY, FL

seal

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority.

submissions

#	DATE	DESCRIPTION
2	2021 AUG 06	OWNER REVIEW
3	2021 SEPT 16	PERMIT SUBMITTAL
5	2023 APR 18	UPDATED COORDINATION SET
7	2023 MAY 31	SITE PLAN AMENDMENT

drawing info

PROJECT # : 17088
DRAWN BY : LO, PL, BS, OA
CHECKED BY : OA

sheet number
LIFE SAFETY PLAN, DETAILS & LEGEND

PLAN NORTH

A021

Written dimensions on these drawings shall have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job. Scott + Cormia Architecture and Interiors, LLC. must be notified immediately in writing of any variation from the dimensions and conditions shown on these drawings. Field verify all conditions prior to laying out or fabricating associated work. Bring to the architect's attention any deviation from designed conditions and field conditions prior to ordering materials and installing work, and cooperate with architect to modify such conditions at no additional cost to the owner, architect or architect's consultants. Shop details must be submitted to the architect's office and reviewed by the architect prior to ordering materials, fabrication and delivery to the job site, unless otherwise provided for under the specific contractual agreement between the architect and client. Scott + Cormia Architecture and Interiors, LLC. expressly reserves its common law copyright and other property rights in these documents. These documents are not to be reproduced, changed, or copied in any form or manner whatsoever, nor are they to be assigned, to a third party without first obtaining the express written consent of Scott + Cormia Architecture and Interiors, LLC. In the event of unauthorized use of these documents by a third party, the third party shall indemnify Scott + Cormia Architecture and Interiors, LLC. harmless and agrees to reimburse Scott + Cormia Architecture and Interiors, LLC. for such use in an amount equal to the original fee for the original documents, plus legal fees, court costs, collection fees and other costs.
5/25/2023 8:38:05 AM

CITY OF COOPER CITY
CITY COMMISSION BUDGET WORKSHOP MEETING

Monday, July 24, 2023 at 2:00 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE

Mayor Ross opened the meeting at 2:00 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

Present were Commissioners, Mallozzi, Katzman, Shrouder and Mayor Ross. Commissioner Green was absent.

PUBLIC COMMMENTS (3 MINUTES)

None.

TOPICS FOR DISCUSSION

1. 2024 Proposed Budget Discussion

City Manager Eggleston advised he will provide an overview of the budget and then work through the book by department. He spoke on the two Public Budget Hearings. The First Budget Hearing will be held on September 13, 2023 at 5:30 PM. The Second and Final Budget Hearing will be held on September 26, 2023 at 6:30 PM. The FY 24 budget includes a 4% water increase. Keeping the millage rate the same generates roughly $2.1 million which helps offset costs such as public safety. Police costs are up roughly $1.2 million and Fire cost is up a little over $1 million. There are additional positions included in the budget including a Special Event Assistant and three positions for Utility's. An up to 4% merit is also included in the budget.

Commissioner Shrouder said there is a 4% merit budgeted however, the compensation study contemplates wage compression. City Manager Eggleston said merit is a piece of the puzzle. Commissioner Shrouder said the compensation study had a footnote addressing a 2% COLA. City Manager Eggleston said there is funding in the general fund for the compensation study that includes a 2% COLA.

City Manager Eggleston said salaries include an increase in employer contributions due to the recent change by the Florida Retirement System. He advised that the medical rates are going down 5% resulting in a $100,000 cost savings. He advised the high deducted able health plan has changes based on the IRS. There are under five employees participating in that plan. Commissioner Mallozzi asked if we can shift those five employees to another plan. City Manager Eggleston replied next year we can look at the shift. There is a 4.9% increase for Dental but no change to our Vision plan. Property Insurance rates have risen across the State. Our rate renewal increase was 124%.

Commissioner Shrouder asked for options regarding reducing property insurance costs. City Manager Eggleston explained our current deductible for named storms is 5%. There are two options available.

One is to increase to 7.5% which would save us 8% or to go to 10% of named storms that would provide 16% relief.

Commissioner Shrouder advised we need to make determinations on thresholds and determine what we are insuring. We currently are insuring trailers that are very aged.

Commissioner Mallozzi asked for a detailed insured item list. She asked if the insurance has been renewed for this year. City Manager Eggleston answered the renewal takes affect October 1, 2023.

Commissioner Katzman would like to add an item to a future agenda to determine what items need to be insured within the City.

Commissioner Shrouder said they need an analysis completed.

City Manager Eggleston said there is a one year capital picture driving towards a fully developed five year capital improvement plan. He also said historically the City has had an IT Manager position but with this budget he proposed a plan to partner with an IT vendor keeping the IT Tech position. He also advised the compensation study and ARPA budget will be discussed at the Commission Meeting scheduled for tomorrow.

Commissioner Mallozzi asked for an approximate cost for having the IT Manager position outsourced. Mr. Eggleston answered it will be around the same cost of the IT Manager position and the cost of some current outsourced IT services.

Commissioner Katzman asked why we projected a 13% decrease in Judgement, Fines and Forfeitures and a decrease in the Tree Trust Fund. He also asked what the City is paying for debt service. City Manager Eggleston answered the Tree Trust Fund is decreasing due to less development.

City Manager Eggleston advised the City's number one revenue source is the ad valorem and the second is the fire assessment. We receive $2.6 million from an electric tax. The electric franchise revenues are up $100,000. State revenue sharing is up $130,000 and State shared sales tax is up roughly $350,000.

Mayor Ross asked how we verify the State revenue numbers.

Commissioner Shrouder said the State posts the numbers online and our numbers do not appear to be accurate.

Commissioner Katzman asked why the Franchise Towing fee is down 76%. City Attorney Horowitz stated there was a change to the law.

Mayor Ross asked that staff verify the City's numbers compared to the numbers on the States website with regard to revenue sharing.

City Manager Eggleston advised we will have an increase in additional revenue by $209,000 in the line marked Public Safety School Resource Officer. Parks and Recreation revenues are up due to increased programming. However, Recreation Camps and Enrichment Programs did decrease in projected

revenue due to the Before School Program not having a tremendous amount of success. Judgement, Fines and Forfeitures revenues decreased due to a less than projected amount in fees collected thus far.

Commissioner Katzman asked why the Judgement, Fines and Forfeitures revenues have decreased this year.

Community Development Director Carlos Vega spoke on an imbalance in the process resulting in reductions offered in the Special Magistrate Hearings.

Commissioner Mallozzi asked if we could make a change to the Special Magistrate position.

Commissioner Shrouder said he did try to remove the Special Magistrates discretion to waive a certain amount in fines but did not succeed on the dais.

Commissioner Katzman and Mallozzi would like to add an item to the next agenda addressing the issue.

Commissioner Shrouder said he also bifurcated the code hearings.

Commissioner Shrouder asked why the flow chart on page 40 has the Executive Assistant to the Elected Officials under the City Manager. The position was removed from the Charter for ministerial purposes.

Mayor Ross said the Executive Assistant was removed from the Charter and now is assigned to the Commission via the City Manager.

Commissioner Shrouder said the Executive Assistant to the Elected Officials should report to the Commission just as the Auditor does.

Commissioner Katzman agrees the Executive Assistant to the Elected Officials should be listed under the Commission. If needed the Commission can clarify in a Resolution that the City Manager is responsible for ministerial functions such as approving time off.

Mayor Ross does not want to run into the same issues they had prior when the position was in the Charter.

Commissioner Mallozzi agrees the Executive Assistant should report to the Commission. She has no issue with her time off being approved by the City Manager.

Commissioner Shrouder said the position should report to the Commission and they can give the City Manager certain authority after deferring with the Commission.

Commissioner Shrouder would like the City Manager box removed from the flow chart on page 40 of the budget book.

Commission

Commissioner Katzman asked about the increase in the Commission salaries. City Manager Eggleston advised there was an error that was not corrected in the previous budget. There is no increase.

Commissioner Katzman would like to lower the discretionary funds. He does not believe $9,000 is needed.

Commissioner Shrouder said the money should be rolled over but the budget does not reflect the roll over it states the total amount.

Commissioner Katzman is comfortable not taking $9,000.

Commissioner Shrouder asked if the money can be moved to a contingency fund. He also asked why we have $3000 budgeted for travel per diem when the line was changed to a discretionary fund.

City Manager Eggleston said they can remove the travel per diem line and increase the discretionary fund line.

Commissioner Shrouder asked to change the discretionary funds to $6,000 and move the money from travel per diem to a contingency fund.

Consensus was reached to change the discretionary to $6,000 and move the money from travel per diem to a contingency fund.

Commissioner Shrouder asked about the need of the monitors for the Auditorium Office and new laptops. He wants to assure we are not purchasing unnecessary equipment.

Commissioner Mallozzi asked about the need for a tablet for the Executive Assistant to the Elected Officials. City Manager Eggleston will look into the equipment needs.

Commissioner Mallozzi asked why each department has a different amount budgeted for the cost of an Amazon Prime account. She would like the total cost to come from one line item. She also asked about the Florida League of Cities Gala and the Broward League of Cities Gala both included at $5,000 each.

Mayor Ross said almost every City attends the Broward League of Cities Gala. He did not believe it's pertinent to include the National League of Cities membership in the budget and believes the Davie/Cooper City Trustee membership can be reduced by 50%. He also advised the Florida League of Cities membership is the membership for the City.

Commissioner Mallozzi asked why the Mayor is budgeted for a laptop and a tablet. Mayor Ross clarified he is only choosing one device.

Commissioner Shrouder does not believe the names of individuals are needed next to equipment needs.

Administration

Commissioner Katzman would like to look at reducing postage and printing costs. The postage cost alone for the Cooper City Quarterly Newsletter is near $15,000 a year.

Commissioner Mallozzi asked if the City can access statistics showing how many residents view the electronic newsletter. If the numbers are fruitful she would support moving to an electronic method in lieu of the Quarterly Newsletter. A small amount of printed newsletters can also be placed at certain locations within the City for resident retrieval.

Mayor Ross wants to assure the Broward County designated Notice website is being engaged.

Commissioner Katzman agrees he would like to move towards an electric method for the Cooper City Quarterly Newsletter having a limited amount printed and placed in City Hall, the Community Center and the Pool and Tennis Center. He also said there is a graphic design software that can be utilized called Canva that is close to $100 dollars.

Commissioner Shrouder asked why the cellphone stipend cost has increased in Administration. He asked the cost of a City issued phone and advised it may be cheaper to assign City cellphones as opposed to issuing stipends. Commissioner Shrouder said a policy needs developed for the use of retaining records on cellphones. The application Ring Central can also be installed on a cellphone to answer calls from staff's desk phone.

City Manager Eggleston advised there was error in the increased amount for the cellphone stipend, which he will correct.

Commissioner Mallozzi asked about the $192.00 cost for a Miami Herald subscription. City Manager Eggleston will check into the need for the item.

Commissioner Shrouder said he would prefer the compliance hotline and the internal auditor to be moved to its own category.

Mayor Ross believes the compliance hotline and the auditor should be listed within the Commission budget.

Commissioner Shrouder would also like the cost for emergency management and the Real Time Crime Center to be listed in its own category as well. City Manager Eggleston will look into a category name.

City Clerk Department

Commissioner Katzman asked if the speaker recognition technology was included in the budget. City Manager Eggleston advised he is trying to include the item in the current budget.

Commissioner Mallozzi asked if Zoom services are included in Live Streaming and Captioning. City Clerk Tedra Allen answered no. She also asked about the laptop for the Administrative Assistant. City Clerk Allen said the laptop was in the warranty cycle.

Commissioner Shrouder inquired about a surplus sale. City Manager Eggleston will look into an auction in the near future.

Commissioner Mallozzi asked if staff needs laptops if we have desktops. She also spoke on a shared laptop. She wants to assure we are not paying additional costs if we are planning to move towards docking stations.

Discussion ensued on docking stations.

Mayor Ross asked about the increase in postage and supplies. City Clerk Tedra Allen advised the postage includes passports and supplies were increased due to rising cost.

City Manager Eggleston advised the Miami Herald subscription cost is for a digital version.

Finance Department

City Manager Eggleston said salaries are down slightly due to back filling positions. Professional services has increased due to compliance for IT needs. The internal audit is listed under professional services miscellaneous and that will be moved to the Commission budget per tonight's discussion. They also budgeted for updates with Microsoft 365. He will look into the machinery needs and docking station possibilities. IT Tech Jonathan Lopez advised the BS&A software requires the use of the City's server.

Commissioner Shrouder would like to access computer and machinery needs.

Commissioner Mallozzi would like to look into a possible work from home situation for certain employees one day a week.

Commissioner Shrouder advised the IT Manager position and the IT consultant is both budgeted. City Manager Eggleston said both costs are needed. Commissioner Shrouder would also like to remove bank courier services as it is not utilized.

Commissioner Katzman asked about the search for the CFO. City Manager Eggleston said it is a difficult position to recruit and he would like to work on a more aggressive search. Commissioner Katzman said he would be okay with the CPA requirement listed as preferred.

Commissioner Shrouder asked about the CFO position budgeted at $170,000. He would like the payroll system to have a mechanism to red flag any salary that is more than what is approved by the Commission on the pay scale.

Commissioner Katzman asked that staff assure no salaries budgeted are above the approved pay scale for the position.

Consensus was reached to have staff assure no salaries are above the approved pay scale for the position.

Commissioner Mallozzi asked about the cybersecurity pen test. IT Tech Jonathan Lopez advised this is a test where a company would look into IP weaknesses.

Commissioner Mallozzi asked about the increase in staff to the Finance Department and if the increase has been affective. City Manager Eggleston said that can be accessed.

Commissioner Katzman asked why the IT Department is listed under Finance. City Manager Eggleston will evaluate IT has a whole but it is not uncommon for IT to be listed as a branch of Finance.

Commissioner Shrouder asked about the increase in professional services. City Manager Eggleston said that is due to testing. Commissioner Shrouder said some items may be redundant in this category and he would like staff to review the items in professional services.

Human Resources Department

Commissioner Katzman asked about the increase in professional services. HR Director Lourdes Mantecon answered the increase is for the update to the compensation study. City Manager Eggleston suggested updating the compensation study in portions each year.

Commissioner Shrouder said staff internally can update job descriptions by contacting neighboring municipalities. Compensation studies are typically done every 10 years.

Recreation Director Stacie Weiss advised minimum wage increases yearly so the part-time positions do need looked at routinely.

Commissioner Shrouder said the previous compensation studies did not address part-time positions. We can reach out to other municipalities and obtain comparative salaries.

Commissioner Mallozzi said the current compensation study will catch the City up to the current environment. We can now update the information in-house. She also asked said we need to determine why we have a hard time fulfilling positions.

Commissioner Mallozzi asked if pay is the only reason we are not retaining employees.

Mayor Ross said we need to address the compensation study routinely to avoid one-time major costs.

Commissioner Katzman said the money can be rolled over if the study is not needed.

Commissioner Shrouder said using vendors to write job descriptions is outsourcing work that can be done in house.

Commissioner Katzman said he is willing to look into more ways of flexibility when it comes to work schedules.

Commissioner Mallozzi asked if the HR position is needed. The position was added due to talks of taking public safety in-house which did not happen.

Mayor Ross said there was also an additional half position added to the HR Department.

Commissioner Mallozzi said we have added 1.5 positions in HR and she wants to assure the positions are warranted. City Manager Eggleston said two positions for the amount of the employees we have in the City is not out of line with neighboring cities.

Commissioner Mallozzi asked if the new position is warranted.

Commissioner Katzman said one of his goals as a Commissioner is to make Cooper City a great place to work. Having a HR Department of two makes sense to him.

Commissioner Shrouder said when he arrived in 2020 he thought it was absurd that the City had not had an established HR Department. However, he has not seen any updates to policies or onboarding that has benefited the City from creating the additional department. City Manager Eggleston said it is important to provide a balanced budget and he needs time to analyze the organization. He said the immediate concern is the Finance Department.

Commissioner Shrouder would like the HR Department to be analyzed and would like a timetable on the process. City Manager Eggleston said his immediate concern is the Finance Department.

Commissioner Mallozzi would like to receive an analysis of the HR Department.

Mayor Ross said he does not support the part time position.

Commissioner Mallozzi and Shrouder also do not support the part time position in the HR Department.

Commissioner Mallozzi said staff documented their duties to see how each individual spends their day to aid in the compensation study.

Commissioner Katzman said some departments have funds allocated for recognition awards. He would prefer recognitions be budgeted in HR. He also recalled a time where he donated to a farewell party but the funds were actually budgeted. He believes policy wise we should not solicit employees for funds for farewell events.

Legal

Commissioner Katzman asked his colleagues to keep in mind what items in the budget they can recommend to put forth in next year's legislative priorities.

Boards and Committees

Commissioner Mallozzi said historically the Executive Assistant to the Elected Officials served as the liaison for the advisory boards. She asked why the change was made removing the Executive Assistant as the liaison. She would prefer every Board be allocated the same amount of funds and asked why the Education Advisory Boards Appreciation Lunch includes the Charter Schools.

Mayor Ross suggested asking the Education Board members why they included the Charter schools.

Commissioner Katzman said the private schools within the City are not included in the lunch.

Mayor Ross believes the Education Advisory Board should decide on the invitees.

Commissioner Katzman said each Advisory Board is different and may not need the funding that others do. He also said the Senior Expo is budgeted with the Senior Advisory Board and the Recreation Department he would like the funds to be allocated in one line item in one location.

Consensus was reached to move all Advisory Board events to the Advisory Board budget.

Non-Departmental

Commissioner Mallozzi asked why we are advertising in the Plantation Sports Directory.

Commissioner Katzman suggested removing the line item until more information is given.

Commissioner Mallozzi asked about the $4,000 for satellite phones.

Commissioner Shrouder would like to explore different options that may be more cost effective.

IT Tech Jonathan Lopez said he did contact several vendors and received the lowest price and the minutes do rollover with the current vendor.

Commissioner Mallozzi asked to explore cheaper options. She also asked why we budget for GoTo Meetings and to explore the options of removing it.

Commissioner Katzman asked about the Business Expo mailer. Community Development Director Carlos Vega said he is moving to a more digital method and recommended changing the line item to be used for other Business Expo expenses.

Community Development

Commissioner Mallozzi asked about the professional services for landscaping. Director Vega said their department has to meet the City's requirement for landscaping and there is not someone in house who they can rely on for professional advice. Commissioner Mallozzi asked if we can bill the applicant for that fee. Director Vega said that will be included in the land development study.

Commissioner Shrouder would like to move away from cellphone stipends and issue City owned cellphones.

Commissioner Mallozzi asked why there was an increase to the cellphone stipend. Budget Analysis Mike Nadeau will review the information.

Commissioner Shrouder would like the open Planner position to include candidates with traffic experience.

City Manager Eggleston said hiring a Planner with traffic experience would be beneficial.

Commissioner Shrouder said the City is more built out and we may need to change our needs.

Mayor Ross suggested adding traffic experience preferred to the job requirements.

Commissioner Shrouder said he believes salaries were split incorrectly. Budget Analysis Nadeau will review the salaries line.

Director Vega said they added the CDBG applications under the CDBG funding to have a consultant prepare the applications as opposed to the County who charges 10% per job.

Public Works

Commissioner Katzman asked about the overtime for the Administrative Specialist to attend the Green Advisory Board. He would prefer to flex her schedule as opposed to the overtime costs.

Commissioner Shrouder asked about the Household Hazardous Waste increase. He also asked how many residents use the event.

City Manager Eggleston can look into the usage of the program.

Commissioner Katzman asked if we purchase the recycle bins. Interim Public Works Director Tim Fleming advised the City buys the replacements. They are included in the new RFP for the waste contract.

Commissioner Shrouder asked how much money we have lost due to the stolen copper. Director Fleming said the money comes from risk. Commissioner Shrouder does not want to keep using copper materials.

Director Fleming explained he is promoting one position and moving another position to Maintenance II.

Commissioner Shrouder said they are also budgeting for an Assistant Director but the Operations Supervisor position is still displayed. Director Fleming said that position was budgeted in this year's budget. Commissioner Shrouder asked how is an individual in a position for over a year when the position no longer exists. City Manager Eggleston will look into the matter.

City Manager Eggleston said contract mowing increased due to the bid. Commissioner Shrouder said that the item was budgeted for previously. Director Fleming said the item was removed from the previous budget.

Commissioner Katzman asked if the diagnostic computer budgeted will read non-Ford vehicles. Director Fleming answered yes it is a software change.

Commissioner Mallozzi asked the cost of the software. Director Fleming will research the software cost.

Commissioner Shrouder does not see the machinery budgeted for the updated vehicle policy requirements. He wants to assure when items are passed they are implemented and budgeted for accurately.

Commissioner Katzman wants to assure when an ordinance and budget items are passed that the steps are done in-house to implement the changes.

Commissioner Shrouder said four positions were approved last year and they have not filled. City Manager Eggleston said moving forward he will assure positions are filled.

HR Director Mantecon explained she did not receive the information stating she needed to fill the positions.

Commissioner Shrouder said the budget was approved by the Commission.

City Manager Eggleston said there is collaborative effort and a need for leadership to push forward these approved changes.

Commissioner Mallozzi said the Directors need to work with HR to ensure positions are advertised when needed.

Commissioner Katzman asked about the $19,700 for repairs for sidewalk and bikeway replacements. Director Fleming said the main portion of sidewalk funding is budgeted in a different department.

Police

Captain De Giovanni explained the Code Enforcement Supervisor was moved to the Code Enforcement section.

Commissioner Mallozzi asked about the increase in maintenance. Captain De Giovanni advised the City may need to maintain abandoned or cited properties.

Mayor Ross asked about the 60% increase. Captain De Giovanni explained it is not an increase just a change in the report.

Captain De Giovanni said there is a 4.1% increase on the police department side of the budget. He advised the overall cost changes are tied to two contract amendments that were implemented this fiscal year. There will also be monies recouped through the SROs. He explained the increases are due to costs he cannot control. He advised his operating expenses went up less than $50,000 as he is trying to remain very conservative. The $35,797 budgeted for maintenance is for the Real Time Crime Center.

The Commission took a brief recess.

Fire

Mayor Ross asked about the 9% increase. Chief Harrington explained they have an increase from 10 vendors this year and he has included a one-time fee for the equipment for the new ladder truck.

Mayor Ross asked if the fee is being paid from the ARPA funds. Chief Harrington advised there is a $70,000 addition for tools needed for the new ladder truck. If he is able to utilize ARPA funds he will.

Commissioner Shrouder asked that no increases go above the contracted cap. He would like the $70,000 dollar tools and equipment to be placed on the truck the City owns.

Chief Harrington said if you remove the cost for FRS, Workers Comp and the onetime $70,000 equipment fee they have only increased 3.9%. Mayor Ross asked where that information is cited in the budget.

Commissioner Katzman asked about the funds allocated for education and tuition. Chief Harrington advised that line includes certifications. Commissioner Katzman asked about the communications line item. Chef Harrington advised the line refers to radio and communication equipment.

Mayor Ross asked to see the information that shows the increase is due to the health insurance and the one-time fee. Chief Harrington will send the breakdown to the Commission.

Discussion ensued on staffing minimums.

Commissioner Mallozzi asked about overtime costs at $570,000 and special pay at $18,000. She asked why she needs to pay overtime when they are already paying for a contracted amount of positions.

Commissioner Shrouder explained the overtime is a part of the salaries.

Discussion ensued on the need to have a budget specialist from BSO present at the budget meetings and not paying more than a 5% increase on each line item.

Consensus was reached to have staff review each line item and not pay more than the 5% increase contracted amount.

City Manager Eggleston wants to have a follow up workshop to address capital issues. He will also invite BSO to attend these meetings to speak on budget items.

Captain De Giovanni understands the need to remain conservative for the residents. All he can do is assure the Commission he will sit down and go line by line with his budget to show the needed items. He spoke on the need to budget for necessary items and certain items going higher than 5%.

Discussion ensued on overtime costs.

Mayor Ross said the City has a 10.1% increase in property values, unfortunately the over $2 million increase from BSO will use the additional money generated.. Captain De Giovanni explained additional services were added on the Police side.

Commissioner Mallozzi asked why there is no increase with operational supplies if everything has gone up in price. Chief Harrington advised they look at different vendors for pharmaceuticals.

Commissioner Shrouder said Fire and Police overtime and scheduling is completed differently.

Mayor Ross spoke on a previous agreement stating BSO Fire would use the station as a training facility and utilize new hires.

Commissioner Mallozzi spoke on the previous agreement utilizing trainees.

Discussion ensued on the previous agreement to use new hires as opposed to senior personnel.

Mayor Ross spoke on the need for regionalization.

City Manager Eggleston asked to hold another Budget Workshop in August to address capital improvements.

Consensus was reached to schedule a Budget Workshop on August 14, 2023 at 2:00 PM.

Parks and Recreation

Parks and Recreation Director Stacie Weiss advised she is requesting a full time position for special events. There is a decrease in electricity due to five accounts not being paid however the line may change. There was an increase in the line for special events for the City's 65th year anniversary and the need for updated decorations for Light Up Cooper City.

Commissioner Shrouder asked why operating expenses are increasing 19%. Director Weiss explained events have increased. There are proposing an additional Eat to the Beat event and food prices have increased drastically.

Commissioner Mallozzi asked why ticket prices have not increased. Director Weiss said the fee schedule will be updated to include an increase in ticket prices.

Commissioner Mallozzi said the City can use Teen Council and student volunteer members for additional help. Director Weiss said the extra help is needed in the planning phase.

Commissioner Shrouder spoke on issues at events such as the Town of Davie not participating in the Autism event and the Trick or Treat Shop to Shop event excluding BSO Police. He would need additional information to justify adding an additional staff member to Parks and Recreation.

Commissioner Katzman asked if additional sponsorship could help offset the additional costs. He believes that the City has an opportunity to work with the Business Advisory Board to offer sponsorship levels.

Commissioner Mallozzi recommended the Parks and Recreation Director attended the Business Expo and look for sponsors.

Mayor Ross spoke on additional attendees at the Chess Challenge and the need to grow the program.

Commissioner Shrouder asked how many positions the department has. Director Weiss answered 12 full time positions.

Mayor Ross asked how the new position will be utilized. Director Weiss said the person would be used for facility rentals and customer service at the Community Center.

Mayor Ross spoke on the prohibition of alcohol at the Community Center and the Pool and Tennis Center and the need to address the issue.

Commissioner Katzman recommended offering an additional fee for the City to clean up after room rentals instead of the renter.

Commissioner Shrouder needs justification for the additional position.

Director Weiss said she needs additional help.

Commissioner Shrouder believes the Parks and Recreation organization chart needs updated. He also asked about the need for an additional vehicle when the vehicle assigned to the Recreation Director had less than 2,500 miles a year on it.

Discussion ensued on assigned vehicles in departments.

City Manager Eggleston said a true capital plan would help with regard to vehicles owned and needed by the City.

Commissioner Shrouder would like to move the vehicle purchased for Parks and Recreation to another department. He asked why the car is budgeted in FY24. Director Weiss advised the car should not be included in the budget.

Commissioner Katzman said the community is demanding a lot of events and he is willing to support the extra position with a revised organization chart and an increase in sponsorships.

Commissioner Mallozzi spoke on a previous employee who tried to obtained sponsorships unsuccessfully. Director Weiss will work on justification for the position with the City Manager.

Commissioner Mallozzi asked about the decrease in senior attendance. Director Weiss said those numbers are from March and are not accurate.

The Commission stated they need up to date numbers.

City Manager Eggleston said staff worked diligently in a short time to provide this draft budget.

Commissioner Mallozzi asked about an increase in operations. Director Weiss spoke on a $5,000 rental fee to use the County Park.

The Commission reached a consensus for staff to speak with the County to address the fee the City is being charged to use Brain Piccolo Park.

Commissioner Mallozzi asked about the decrease in athletic supplies. Director Weiss will look into the decrease. Commissioner Mallozzi asked if the Park Ranger is in charge of coordinating the Park Attendants.

Commissioner Mallozzi spoke on the disarray of the bathrooms at the park.

Director Weiss said the cleaning company was just added at Flamingo West Park this year. When the contract was first implemented there were issues with the cleaning company providing supplies leaving none available for staff.

Commissioner Mallozzi spoke on non-enforcement of rules at the parks, particularly with animals in the park.

Commissioner Mallozzi believes a person with authority needs to be at the park to deal with the issues.

Commissioner Shrouder would like a separate line item for the money expended for Parks.

Building Inspection Services

Commissioner Shrouder said the cost allocation of $506,000 needs transferred in its entirety. Director Vega advised the inspection numbers remained almost the same as last year. Inspection salaries have increased due to the commercial properties and Kingfisher.

Commissioner Shrouder asked about contingency at $55,000. Budget Analysis Nadeau advised it is for the compensation study costs.

Commissioner Shrouder asked about the $100,000 for vehicles. City Manager Eggleston said the vehicles are included in the new capital plan. Commissioner Shrouder would like an analysis of the City's fleet.

Commissioner Mallozzi asked why the City cannot charge short term rentals commercial rates. Director Vega said there are certain thresholds that need met to be considered commercial.

City Attorney Horowitz will research the possibility of charging short term rentals commercial rates.

Road and Bridge

Commissioner Mallozzi asked about the beautification innovative and adding maintenance free planting. She also asked if the City can give out the mulch from tree trimmings.

Confiscation Fund

Commissioner Shrouder asked why the money for the Police Explorer Program and crime watch is coming from the confiscation fund. Commissioner Shrouder said the money should come from the General Fund.

Mayor Ross clarified the City does not have a Crime Watch program. Captain De Giovanni advised this is a title of an account established in 1980. Mayor Ross asked that the name of the account be changed.

City Manager Eggleston will move the Police Explorer Program to the General Fund.

Parking Lot Fund

Commissioner Shrouder asked about the decreased amount in the fund. City Manager Eggleston said the additional money can be used towards improvements in the lot.

Storm Water Fund

Utilities Director Raj Verma said the CPI index in the U.S. is 4%. Southeast Florida is at 9%. The City uses the 4% rate.

Commissioner Shrouder asked how we can address this issue and utilize the correct rates. City Attorney Horowitz said the code would need to be updated.

Director Verma said they need major upgrades to the wastewater system that cost millions of dollars. He advised he is pursuing grant funding and they also need to leverage the rates. He also stated there are low interest loans available.

Mayor Ross said they need to develop a master plan.

Commissioner Katzman asked how much revenue will be brought in with a raise in the rates.

Director Verma advised he has requested two additional positions and he is requesting a study for updated storm water rates. Director Verma said the wastewater system needs to be rebuilt.

Commissioner Katzman wants to incentivize the residents to move to e-billing for water bills.

Commissioner Shrouder said the utility billing payment system needs updated.

Commissioner Mallozzi said the Green Advisory Board could help with moving towards a more digital process.

Commissioner Shrouder said the City has several water meters that are not working properly.

Commissioner Mallozzi does not want to lose money from meters. Director Verma is actively working on the meter issue.

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

None.

ADJOURNMENT

The meeting adjourned at 9:55 PM.

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to

ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

WEBVTT

1

00:00:00.050 --> 00:00:01.210

Cooper City Hall: Good

2

00:00:02.320 --> 00:00:04.040

Cooper City Hall: I exercise

3

00:00:06.610 --> 00:00:20.770

Cooper City Hall: in the house all day, doing nothing. Hudson practices about 15 h a week alongside his coach, and constant, and no the gymnastics. I'm all way back, hey? That's good choice. You

4

00:00:20.890 --> 00:00:26.100

Cooper City Hall: are the best. Be, as I understand, a presentation.

5

00:00:36.540 --> 00:00:37.459

Cooper City Hall: Yeah, it's all

6

00:00:42.330 --> 00:00:49.330

Cooper City Hall: what mayor and Commissioner, just for your as as the mayor had showed. Case, if these are almost

7

00:00:49.550 --> 00:01:02.340

Cooper City Hall: our in a way, our microfinance up on the State. I'm speaking, you can just yeah

8

00:01:02.550 --> 00:01:08.440

Cooper City Hall: fine for the moment. But again, as the mayor said, welcome, and we appreciate you all.

9

00:01:08.640 --> 00:01:22.219

Cooper City Hall: as we start our review of the draft, proposed Budget. And for just to start maybe a little bit, what I what I'd like to say with you, Mayor and commissioners is.

10

00:01:23.050 --> 00:01:24.999

Cooper City Hall: I'll I'll provide

11

00:01:25.150 --> 00:01:36.489

Cooper City Hall: overview of the budget. And then I would like to. If it's okay, we kind of work through the budget for the book

12

00:01:36.660 --> 00:01:48.620

Cooper City Hall: in from the beginning towards inviting each department head up as we get in the in the budget, if that makes sense, and then certainly

13

00:01:48.870 --> 00:01:50.060

Cooper City Hall: time for

14

00:01:50.340 --> 00:02:04.730

Cooper City Hall: sending questions from the board, but I I find it helpful through the years if we're able to do it as we work through each department with individual questions. but we'll just kind of work through the book together, and and

15

00:02:05.000 --> 00:02:18.689

Cooper City Hall: hopeful way to do so. So we have provided a few additional attachments for you in front of you. Hard copy. I'll just kind of go over them briefly before we get into the details.

16

00:02:18.770 --> 00:02:42.780

Cooper City Hall: we have a copy of our latest what's known as our variance report, or our budget to actual report ending in May. So from May, Michael next up will be our June numbers, but we've been a little preoccupied with the with the budget, but we wanted you to have that in front of you as well as we work through today, which helps to show a snapshot of where we are through. The end of may

17

00:02:42.810 --> 00:02:48.770

Cooper City Hall: also have included hard copies of the the Bso. police.

18

00:02:48.800 --> 00:02:54.099

Cooper City Hall: consideration notices of which we had an original and then a revised based on

19

00:02:54.300 --> 00:03:02.470

Cooper City Hall: changes at the at the State level, and likewise to the fire consideration letter. Again, an original and a revised

20

00:03:03.420 --> 00:03:09.550

Cooper City Hall: have included just a couple other sheets which we'll get to later. Related to our cost. Allocation model

21

00:03:09.640 --> 00:03:21.579

Cooper City Hall: the millage rates, and as well as the the fire assessment contact. But we thought that it might be helpful for you to have hard copies of all of those as we're working through

22

00:03:21.620 --> 00:03:41.210

Cooper City Hall: through the budget today. So without further ado, I'll go ahead and and jump right in just maybe first, I always like to start out with the Budget calendar. And again, thanks to the Mayor and Commission for approving that we are about halfway through. We're at our budget workshop. Obviously. next steps we'll have.

23

00:03:41.590 --> 00:03:58.510

Cooper City Hall: Obviously the 2 draft the millage notice and the fire assessment notice will both be actually on the Commissioner agenda tomorrow evening for consideration. And then after that, I do action.

24

00:03:58.770 --> 00:04:07.460

Cooper City Hall: We we obviously have to notify and send the the assessment resolution adoptions to the property appraiser.

25

00:04:07.570 --> 00:04:13.969

Cooper City Hall: and then we'll publish our notice of public hearing, and and really our next public interaction with

26

00:04:14.170 --> 00:04:25.080

Cooper City Hall: the public as far as the budget will happen in September, as the Board's well aware, we'll have those 2 public hearings one September thirteenth before our September thirteenth meeting.

27

00:04:25.120 --> 00:04:28.810

I'm sorry that actually, September thirteenth, at 5 30,

28

00:04:28.850 --> 00:04:37.429

Cooper City Hall: and then we'll have a September 20 sixth second and final public hearing. So just to point those out ahead of our October one adoption

29

00:04:38.180 --> 00:04:50.199

Cooper City Hall: so just at a high level before we start to dig in and hopefully, just to kind of paint a little bit of an overall picture the budget. Then today,

30

00:04:50.430 --> 00:04:52.710

Cooper City Hall: the balanced, proposed budget.

31

00:04:52.750 --> 00:05:00.390

Cooper City Hall: It does not include a tax increase, but it does propose keeping the millage rate the same without rollback.

32

00:05:09.960 --> 00:05:17.600

Cooper City Hall: Yes, I I apologize. Yes, thank you, Commissioner Shawn. I apologize for that. Yes, so it is, I know.

33

00:05:17.670 --> 00:05:22.150

proposed to keep the millage rate at the same same rate.

34

00:05:22.190 --> 00:05:26.290

Cooper City Hall: And again I've mentioned the 2 public hearings that we have upcoming.

35

00:05:26.550 --> 00:05:35.799

Cooper City Hall: as we're recommended setting the maximum admiral, I'm operating millage rate at the current 5.8 7 5

36

00:05:36.070 --> 00:05:49.629

Cooper City Hall: which is no change in the operating millage from the prior year This proposed knowledge rate represents an increase of approximately 9 over the roll back millage rate of what would be 5.3 9 0 9.

37

00:05:50.130 --> 00:05:57.350

The budget also includes a proposed 4% water increase and a 4% sewer increase

38

00:05:57.620 --> 00:06:04.010

Cooper City Hall: in conjunction with the consumer price Index, which Raj. We'll talk a little bit on later on on his budget.

39

00:06:04.740 --> 00:06:18.190

Cooper City Hall: we'll also, as I said, we'll review the trim and fire assessment. worksheets as we get a little further on here once we work through the the some of the department pieces.

40

00:06:18.310 --> 00:06:28.740

Cooper City Hall: obviously keeping the millage rate the same and not rolling it back. It generates an additional roughly 2 point

41

00:06:35.800 --> 00:06:49.350

Cooper City Hall: roughly, 2.1 additional millions of dollars in property taxes that's offset primarily by several of our largest cost factors. Obviously, as the board is well aware, which is public safety

42

00:06:49.400 --> 00:07:12.730

and you'll hear some more from from Chief Giovanni and Chief Harrington today. Our police costs are up roughly 1.2 million, and our fire costs are up a little over 1 million. So again, you can see the 2.1 million on the on the property tax side is offset by roughly 2.2 million on the public safety cost side.

43

00:07:13.180 --> 00:07:23.510

Cooper City Hall: Included in this budget as well, some other things at a high level. There are a few new positions that are proposed in this overall budget.

44

00:07:23.620 --> 00:07:38.750

Cooper City Hall: 3 of them are on the utility side, and one of them is on the general fun side. the general fund position which you'll hear some more about later is a special events assistant on the recreation side.

45

00:07:39.940 --> 00:07:52.230

Cooper City Hall: and then the 3 positions on the utility side. One is part time. It's an electricians, assistant. And then there are 2 full time positions, one, a utilities coordinator.

46

00:07:52.390 --> 00:07:56.129

Cooper City Hall: In the 950 section of our utilities budget

47

00:07:56.290 --> 00:08:07.230

Cooper City Hall: and an additional utility system trainee, which is in the 9 10 section of our utilities budget again, which we'll pick up a little later on. In the presentations.

48

00:08:07.300 --> 00:08:14.940

Cooper City Hall: the total salaries and benefits for those 3.5 positions is just a hair over $300,000,

49

00:08:15.330 --> 00:08:26.739

Cooper City Hall: of which the bulk of it is obviously in the modern sewer funds. We do include a 4% merit budgeted increase in this budget

50

00:08:26.860 --> 00:08:31.099

Cooper City Hall: again. Just a reminder for the for the Commission that

51

00:08:31.320 --> 00:08:54.829

Cooper City Hall: what that means is it? It doesn't go into effect until an anniversary date, and that again, it could be 0 to 4 based on their evaluation. Correct. That's part of absolutely of our overall performance evaluation process. And I'll just share with you, having only been here 6 weeks and and talking some with just our team in general.

52

00:08:54.830 --> 00:09:22.400

Cooper City Hall: you know, learning a little bit about how evaluations have done been done in the past, and just that process and I've also got some thoughts and ideas related to just my experience in the past with this. But I just want you to understand when you see a 4% merit budgeted it does not mean we've put in 4 for everyone, and it's not for the entire year. It's based on that evaluation process.

53

00:09:22.790 --> 00:09:23.890

Cooper City Hall: What is that?

54

00:09:27.210 --> 00:09:43.160

Cooper City Hall: This is just a High Level Commissioner, and we can certainly I mean what I'd say. If it's okay with you, all is, we'll kind of work through the budget. And then, if there are any questions we don't address going department, I to my department. I plan certainly as much time as we need to answer all the questions that are out there.

55

00:09:43.300 --> 00:09:47.570

Cooper City Hall: That's that is correct. Yes, you can, definitely, absolutely.

56

00:09:48.770 --> 00:09:52.569

Cooper City Hall: Yes, go right ahead, sir, if you want to.

57

00:09:52.800 --> 00:10:03.209

Cooper City Hall: You're proposing money in there for merit raises. But there's an item on the agenda to adopt a comp plan or comp whatever tomorrow

58

00:10:03.350 --> 00:10:14.409

Cooper City Hall: that switches over to a tenure based system. So not accurate. So my question is how we're going to continue with the merit based, or we switching over to longevity.

59

00:10:14.420 --> 00:10:18.080

Cooper City Hall: so let let me say a couple of things.

60

00:10:18.180 --> 00:10:30.609

Cooper City Hall: And actually, that was a note on my that I was going to step to as well. and maybe I'll cover them as well. So there is not in the budget related a cost of living adjustment proposed.

61

00:10:30.800 --> 00:10:43.659

Cooper City Hall: to your point, Commissioner. Shrouder cost of living. I didn't say cost of living. I'm sorry? No, the related to the Comp study. And how does how does that interface the top studies proposing

62

00:10:44.520 --> 00:10:45.790

Cooper City Hall: true ups?

63

00:10:46.180 --> 00:10:48.680

Cooper City Hall: That word might come out today?

64

00:10:48.920 --> 00:10:56.250

Cooper City Hall: it's based off of tenure the where they use this compression that there's a wage compression, because in tenure. So if I worked for the sheriff's office.

65

00:10:56.300 --> 00:11:08.679

Cooper City Hall: my pay as a deputy is not based on how it performs, but it's my longevity you you go up based off of it. So everyone who is at the same amount of years gets paid the same. That's one way to do it.

66

00:11:08.980 --> 00:11:21.999

Cooper City Hall: The other way is is merit, which in our city we've always done it based off of merit. So 2 people can start at the same time, and one can be paid a lot more over the years because they've received the merit raises. The other one is not

67

00:11:22.130 --> 00:11:31.840

Cooper City Hall: so. I'm not saying which way is better. But I'm saying there's a proposal to adopt wage compression based off of a tenure which would be a shift towards

68

00:11:32.060 --> 00:11:36.260

Cooper City Hall: longevity. But there's also budgeting for merit. So we

69

00:11:36.740 --> 00:11:49.199

Cooper City Hall: which I'm trying to figure out, that's sure. So there we have budgeted merit in here, and I would say, I don't want to wrap us in completely to the comp discussion tomorrow evening, but I will say

70

00:11:49.260 --> 00:11:54.320

Cooper City Hall: even his proposal to address compression.

71

00:11:55.080 --> 00:12:01.410

Cooper City Hall: I would see that merit is definitely still a piece of that puzzle as we move forward

72

00:12:01.830 --> 00:12:17.679

Cooper City Hall: so And then, to your cost of living. I believe that that proposal said it wasn't awarded, or very good, but it said with an asterisk, that those base numbers that are being given to us include consideration of a 2% column.

73

00:12:17.680 --> 00:12:39.109

Cooper City Hall: Yes. So there is a call based off of those numbers which is being budgeted so under contingency. All right, yes, let me stop. I'll step to that next. And so yes, so just to reiterate on the merit side, we have included the merit. I think, respectfully, that the merit would continue, even trying to address compression under his models, and I only say that

74

00:12:39.170 --> 00:12:43.659

Cooper City Hall: that I I would, I would continue to see that as a piece of the puzzle

75

00:12:43.690 --> 00:12:56.970

Cooper City Hall: related to the cola in the budget itself and the salary line. So if you look in the, in the salary lines in our budget, we did account for that 4% merit. There is no Cola

76

00:12:57.080 --> 00:13:06.599

Cooper City Hall: represented in the salary lines of the budget to Commissioner Shrouder's point there is under contingency. we have included.

77

00:13:06.600 --> 00:13:33.099

Cooper City Hall: Obviously, because we know things are running concurrently funding. Should the Commission choose to move forward with the implementation of one of the recommendations from the comp setting. There is funding in the general fund, and the water and suicide related to. If if the Board was going to make a decision, I thought it was premature. Those numbers include Cola right correct under. Yes, it was correct. He he did propose a 2% call

78

00:13:33.230 --> 00:13:44.040

Cooper City Hall: across the board, and then his. You're right, that is included in the contingency. So this budget includes a cola under contingency. That is correct for 2%. Yes, sir.

79

00:13:44.390 --> 00:13:57.669

Cooper City Hall: I thought it was premature frankly, at this time to include that in the salary section. But I did want to account for at least obviously for the big picture and contingency until the Board has a chance to review that better.

80

00:13:59.610 --> 00:14:09.040

Cooper City Hall: I also share, obviously, as I think, the mayor and commission is where you know, as we start to move beyond the Comp study piece.

81

00:14:09.140 --> 00:14:19.469

Cooper City Hall: we look at the pension components oh, let me back up a step As Commissioner Shatter had mentioned on the contingency side, it does include a 2% cola

82

00:14:19.600 --> 00:14:38.620

Cooper City Hall: if the Board so chooses to enact a recommendation, and it does model at least under his recommendation of the tenure parity at a cap of which we'll talk more tomorrow. So just at a high level, we have tried to at least plan for funding in there. Should the Board decide to make a decision related to them.

83

00:14:39.680 --> 00:15:00.560

Cooper City Hall: as far as back to this, the salary side and our normal operation outside of contingency we have included, obviously, the recent changes by the Florida retirement system, from the Legislature related to increased employer contributions, so that obviously impacts

84

00:15:00.630 --> 00:15:10.339

Cooper City Hall: our general fund. Our water and sewer cost some, and then police and fire obviously are. you know, it's it's approximately about half a million dollars.

85

00:15:10.410 --> 00:15:15.420

Cooper City Hall: just the additional from that recent change in Tallahassee from the

86

00:15:15.460 --> 00:15:24.550

Cooper City Hall: from the additional modification for for more contribution from the employer. So obviously a big cost center.

87

00:15:24.570 --> 00:15:51.929

Cooper City Hall: you know my! The department heads have heard this spiel, but I'll I'll go ahead and walk through it again. I know the the mayor and Commission all know this as well. Right now you look at any budget in local government from Florida to California, fill in the blank right? Our number one cost center throughout the budget, just like any business is going to be what personnel? Right? And so you know, as I step down through just at a high level. Some of these costs.

88

00:15:51.930 --> 00:16:13.520

Cooper City Hall: I I wanted to share those upfront, because, as Commissioner Shrouder had mentioned with one item, obviously, they impact all of our departments. So you've got our pension side. you've got medical, which, frankly, is a very pleasant update to share with the board, which is, our medical rates are actually going down 5%.

89

00:16:13.680 --> 00:16:24.740

Cooper City Hall: Yeah, which And this market is really remarkable. So all should be proud of that. It's a savings of over a hundred $1,000 for us for this year.

90

00:16:24.810 --> 00:16:36.280

Cooper City Hall: There is one minor tweak, if, if the Mayor Commission, I know, are aware we have several different plan options. One of our plan options. It probably has the fewest amount of

91

00:16:36.330 --> 00:16:41.880

employees that have selected. It is a high, deductible health plan with the Hsa.

92

00:16:41.970 --> 00:16:57.219

Cooper City Hall: We are required due to the Irs, slightly changing their minimum deductibles. they're shifting a little to grow a little bit to now 1,503, 1,500, if you're single.

93

00:16:57.340 --> 00:17:08.889

Cooper City Hall: 3,000, if your parent and child or family, and that's again not based on us or our insurance broker. It's it's based solely on the Irs. Basically, they review those

94

00:17:08.910 --> 00:17:17.930

Cooper City Hall: deductible minimums that you have to have at least that much of a deductible on a high, deductible Hsa. Hopefully.

95

00:17:20.349 --> 00:17:35.899

Cooper City Hall: I think literally we only have, I'd say, under 5 commission melody. It's a it's a really small amount of folks that are actually participating in that. If we were to alleviate that plan and switch them to someone else because there's only 5. Is there a way to

96

00:17:35.900 --> 00:17:58.769

Cooper City Hall: legally do that? And would that save us money in general? More?

97

00:17:58.880 --> 00:18:08.490

Cooper City Hall: It's something I think we can look at for future years, but for the moment I I I would say, I think it's fine to remain there, based on the low participation that we have

98

00:18:10.470 --> 00:18:23.759

Cooper City Hall: on the dental side dental obviously, which is a is a much more fractional cost compared to our medical dental, is up about 4.9 increase that is, with a two-year rate guarantee.

99

00:18:23.900 --> 00:18:42.350

Cooper City Hall: that's an increase, roughly, of about $4,600 across our entire entire plan vision is on the second year of a 2 year rate guarantee. So there's no change on vision. There's also no change to life insurance, short term disability or long term disability

100

00:18:42.590 --> 00:18:51.460

Cooper City Hall: costs. probably one of the biggest costs factors outside on the expense side, outside of

101

00:18:51.580 --> 00:19:07.449

Cooper City Hall: personnel costs and our contracts with Bso. Is our property insurance again. And just if you know, just like folks across yeah, across the State of Florida, right? For individuals or businesses, they're all dealing with that.

102

00:19:07.620 --> 00:19:27.780

Cooper City Hall: I wanted to least talk about ours is maybe the coming together of 2 items. One is every 4 to 5 years. We should have a updated valuation of what is our property worth? Right? So we were due for one of those which caused our the value of our property to go up about 28%.

103

00:19:27.960 --> 00:19:45.719

Cooper City Hall: And then, in addition to that, obviously the rate renewal in in talking with with our our insurance folks. you know it's probably one of the roughest years in a long time in May. I know you're very familiar with with that entire piece.

104

00:19:45.760 --> 00:19:51.049

Cooper City Hall: so ours, our our rate increase was 124%

105

00:19:51.160 --> 00:19:55.580

Cooper City Hall: on, on on property insurance. I will. Yes.

106

00:19:55.870 --> 00:19:58.349

Cooper City Hall: yes, so we

107

00:19:58.740 --> 00:20:09.769

Cooper City Hall: you know, we we went our current premium for this year, about 400,000 across all the funds we're up to about $900,000 in proper insurance.

108

00:20:09.920 --> 00:20:13.000

Cooper City Hall: Sure? Great question.

109

00:20:14.190 --> 00:20:15.340

Yeah.

110

00:20:17.270 --> 00:20:24.639

Cooper City Hall: Yeah. Well, those those numbers boss, have have have come up pretty pretty recently.

111

00:20:24.700 --> 00:20:29.290

I will tell you. a couple of things to you. But recent. When is recently

112

00:20:29.310 --> 00:20:34.439

Cooper City Hall: I can get you the date. I don't have it right in front of me, but I'll be glad to

113

00:20:35.360 --> 00:20:36.640

Cooper City Hall: and

114

00:20:43.750 --> 00:21:04.369

Cooper City Hall: and I know I I personally also called our our insurance folks at the League of Cities, and you know, it's it's a a wide spectrum. But some communities, I think, even had they were several that had a 200% increase. But specifically, Commissioner, shrouded to your question about what are we looking at to?

115

00:21:04.540 --> 00:21:07.270

Cooper City Hall: I want to make sure we have a productive meeting. Sure

116

00:21:08.620 --> 00:21:15.739

Cooper City Hall: I don't. I I'm be frank. I don't really care about other communities they could have 3, 400 but

117

00:21:17.000 --> 00:21:20.799

Cooper City Hall: you know, half a million dollars is, how many of

118

00:21:20.930 --> 00:21:23.950

Cooper City Hall: Michael? Do you know how many on a mill. What would that be.

119

00:21:32.690 --> 00:21:43.500

Cooper City Hall: Michael? If you want to go ahead and look for that, what I'll I'll I'll speak to Commissioner shrouded and to your point is so one of the options for us to reduce costs specifically related to that

120

00:21:43.830 --> 00:21:49.270

Cooper City Hall: Our current, deductible for name storms is 5%

121

00:21:49.500 --> 00:22:05.019

Cooper City Hall: There were 2 options given 2, 2 possible options, one to increase to 7.5, which would save us 8% of deductible, or to go to 10% of name storm which would provide us 16% relief.

122

00:22:05.480 --> 00:22:19.930

Cooper City Hall: So proposed in this budget, I I am recommending for the 16% off of, yeah, I'm sorry so so we'd save 144,000 off of off of our

123

00:22:19.980 --> 00:22:23.780

Cooper City Hall: renewal. And so

124

00:22:24.730 --> 00:22:34.759

Cooper City Hall: so I think that's that's something that I would recommend to the board again. If you look at, you know just that at simple, simple pieces. So if we had a name storm

125

00:22:34.760 --> 00:22:55.910

Cooper City Hall: and we had a a million dollars worth of damage we'd have to come. We'd have to pay 10% of that deductible would be a hundred $1,000, and and the other thing would be for us to, I guess. make terminations on thresholds what we're going to ensure what not right, and I will say, one of their recommendations that they they did work through is

126

00:22:56.500 --> 00:23:07.860

Cooper City Hall: They were a lot of smaller items that were individually listed, and they've gone what I would call to almost like an umbrella liability for some of those smaller things to your point, to where we're not

127

00:23:08.070 --> 00:23:12.219

Cooper City Hall: ensuring each individual item

128

00:23:12.230 --> 00:23:19.299

Cooper City Hall: and Can I answer, Jack, absolutely. What? What? When you say smaller items? Can you give us an example?

129

00:23:19.560 --> 00:23:27.389

Cooper City Hall: yeah, I I might think of. You know we have some of those parks that have a bench and a garbage scam

130

00:23:28.420 --> 00:23:30.640

Cooper City Hall: right? And so

131

00:23:31.390 --> 00:23:46.450

Cooper City Hall: let me give you an explode over there. Let me give you a sample on the automobile. Sure. Go ahead. I'll give you an example. When I got the list of what we're ensuring for automobiles. We have trailers that are ensured that from like 1,980, and that probably is almost not cost effective.

132

00:23:46.950 --> 00:23:51.859

Cooper City Hall: That would be, I'm sure. There's similar items that are being sure. So do we have a

133

00:23:52.040 --> 00:23:53.580

Cooper City Hall: a detailed list.

134

00:23:53.910 --> 00:23:58.459

Cooper City Hall: Does someone have a detailed list? Yes,

135

00:23:58.790 --> 00:24:02.310

Cooper City Hall: And I will say, we'll be glad to.

136

00:24:02.650 --> 00:24:17.729

Cooper City Hall: pull out our list and just double check to that point into that question, to see what is it we're ensuring? And we can certainly bring that additional information back to the board. okay, so that's

137

00:24:19.500 --> 00:24:22.689

Cooper City Hall: I'm sorry. One mill is equal to one.

138

00:24:27.970 --> 00:24:31.220

Cooper City Hall: What's 500,000? What?

139

00:24:33.600 --> 00:24:37.899

Cooper City Hall: 3.8. So almost 4 million is a mill. and you want.

140

00:24:41.380 --> 00:24:45.549

Cooper City Hall: That's what I said. Of course

141

00:24:45.710 --> 00:24:54.890

Cooper City Hall: I could be wrong. but a quarter is way above. Oh, you know what I did say that I apologize. So that's a difference in a quarter mill. Okay

142

00:24:57.400 --> 00:25:02.780

Cooper City Hall: of we. May I ask one more question?

143

00:25:02.890 --> 00:25:11.530

Cooper City Hall: The insurance that you are talking about that has already been taken care of, and we're not.

144

00:25:11.790 --> 00:25:17.939

Cooper City Hall: Where are our our our hands tied for this year, or can we re

145

00:25:18.260 --> 00:25:20.710

Cooper City Hall: adjust things when the renewal?

146

00:25:21.800 --> 00:25:24.950

Cooper City Hall: Yes, short and sweet. Thank you.

147

00:25:25.590 --> 00:25:30.000

Cooper City Hall: Or this one does that renewing? Oh, it is October one. Yeah.

148

00:25:30.550 --> 00:25:33.760

Cooper City Hall: yes, yeah, we. So

149

00:25:34.900 --> 00:25:35.770

Cooper City Hall: yeah, we

150

00:25:38.450 --> 00:25:58.900

Cooper City Hall: we should put this on the agenda. Right? Yeah, I I think it's something that we can. we can get some continued back up for and and share that as we get an analysis of different options of, you know, taking these things off doing an umbrella, and then I'm sure that's a pretty big, the monetary defect. And right

151

00:25:59.190 --> 00:26:10.590

Cooper City Hall: be glad we'll be glad to work on that. We might say something under 50,000. We're not. Gonna it doesn't pay, sure. But then, sure there's not. That has to be some type of analysis that

152

00:26:10.710 --> 00:26:14.230

Cooper City Hall: we've got plenty of time to do that for sure we glad to.

153

00:26:14.470 --> 00:26:25.120

Cooper City Hall: But in all honesty we're deciding a budget. I would rather that sooner rather than later. What's that? No pressure. that's that'll be fine.

154

00:26:27.410 --> 00:26:28.900

Cooper City Hall: Thank you for that feedback.

155

00:26:31.930 --> 00:26:49.350

Cooper City Hall: Okay, I wanted to touch on just a couple of other items maybe at a high level we will walk through. Once we go through each of the budget pieces the capital we'll see the general fund capital, and then our water and sewer capitals this year in particular, we've

156

00:26:49.350 --> 00:27:02.189

Cooper City Hall: removed future years. So you'll just literally see a one year. Capital picture, and we'll we'll we'll spend some time on that later, but that is again all driving towards

157

00:27:02.280 --> 00:27:27.299

Cooper City Hall: a a opportunity to allow us to to really have a fully developed 5 year capital plan for the Board's consideration as we work through the budget next year this next year budget. So I didn't want to put frankly some piecemeal items that were on there beyond this year. knowing that. by next spring we're going to have a completely different look of those capital budget items. So

158

00:27:27.620 --> 00:27:41.269

Cooper City Hall: I also wanted to touch on just one other piece of the overall operational side that you'll see as we walk through this budget. And it's it's related to

159

00:27:42.370 --> 00:28:06.880

Cooper City Hall: Excuse me, our, our, it piece and puzzle information technology And so one of the things I have included in here. And I've been working with Jonathan Lopez and and some others as well, but a a model as the Board's well aware. We've kind of historically had 2 positions and it and it manager and an and and our, and as well as Jonathan's position.

160

00:28:06.900 --> 00:28:29.340

Cooper City Hall: this budget I've proposed looking to go to what I might say, is kind of a hybrid model to where Jonathan will continue to be doing the great work that he's doing from, you know, lending a hand when issues come up and being our boots on the ground, but also partnering with

161

00:28:29.340 --> 00:28:45.539

Cooper City Hall: and an it partner that can provide kind of a larger infrastructure backup piece just with the complexity of of the different items that we have in in place. So it would be looking to

162

00:28:45.540 --> 00:29:13.569

Cooper City Hall: to partner with a vendor that we would go through a process. And and and again, what we see is we, I think what we'll what we'll find is we'll have a more robust system. And frankly, we won't have everything just falling on Jonathan, who is doing a terrific job but we'll hopefully help us provide that backside infrastructure. that will be more helpful. And again, this is not a

163

00:29:13.590 --> 00:29:18.549

Cooper City Hall: process that I've started out on just as my own as a manager. I I think.

164

00:29:18.580 --> 00:29:38.049

Cooper City Hall: I've I've been familiar with those situations and and setups in the past, and I've seen the the fruits of that setup, but I've also made sure that Jonathan's been a a very active part in working towards that that overall picture. So we'll we'll pick that up a little bit more in the details as we work through operationally. But I just wanted to share that

165

00:29:38.310 --> 00:29:39.639

Cooper City Hall: at a high level.

166

00:29:39.840 --> 00:29:55.600

Cooper City Hall: a reminder as a Commissioner shrouded. I mentioned, you know, an an important piece kind of hanging out there which we're going to leave the hang out there till tomorrow in a presentation from the consultant is the comprehensive of the Comp. Comp. Study topic

167

00:29:55.720 --> 00:30:14.290

Cooper City Hall: the one other item that we're not going to spend time on today. That is a a big piece of this budget is the Arpa budget. It's a separate fund. But, as you all are well aware we'll pick that up tomorrow at 5 pm. And spend quite a bit of time just on that individual topic. So

168

00:30:15.360 --> 00:30:36.130

Cooper City Hall: if there aren't any broad-based questions that I know. You guys will have questions that I want to get through them all. But with your blessing, Mayor, I'd like to proceed through and and to work through the budget itself, so can I answer? Sorry I want my reference to my words, not yours, jotting out it. Yes, Do you have an approximate cost of that?

169

00:30:36.590 --> 00:30:48.840

Cooper City Hall: Yes, it's included in the budget, and quite candidly, we'll we'll get there. But and Jonathan I have. I have spent a good amount of time, I think, when we start to add up the pieces of

170

00:30:48.860 --> 00:30:58.250

Cooper City Hall: that vacant it manager position, as well as some of the the pieces of the overall. It infrastructure. We're getting different places

171

00:30:58.340 --> 00:31:06.229

Cooper City Hall: I'm I'm pretty confident it may be, at least compared to last year. Pretty darn close to a budget wash if that makes sense.

172

00:31:07.280 --> 00:31:08.750

Cooper City Hall: Yes, great question.

173

00:31:09.550 --> 00:31:20.420

Cooper City Hall: Okay, with with your blessing, we'll go ahead and move in. I just. I I would like to start on if we could. Maybe page 32. And we're gonna jump into the

174

00:31:20.770 --> 00:31:34.539

Cooper City Hall: the revenue side of the picture and and we're gonna start. If it's okay, right on the general fun side, and then we'll save Raj is in reserve on the water and suicide. So he's well prepared and

175

00:31:34.880 --> 00:31:41.319

Cooper City Hall: ready to go. He'll be carrying up the the the back end of the conversation. But,

176

00:31:41.590 --> 00:31:49.860

Cooper City Hall: you know, page 32 is our overall citywide revenue snapshots and our city wide expenditures.

177

00:31:49.890 --> 00:32:01.949

Cooper City Hall: Again, I'll I'll hold those as we work the details, because I think the the details really help to provide the the backdrop of the overall picture.

178

00:32:02.130 --> 00:32:04.369

Cooper City Hall: You just tell me

179

00:32:04.550 --> 00:32:13.200

Cooper City Hall: the 3 of them in particular, I noticed that of significant change. I well, for some of them. It's very clear. Why, grants, I know is our but yeah.

180

00:32:13.300 --> 00:32:15.709

Cooper City Hall: judgments, fines. And for for

181

00:32:15.760 --> 00:32:27.740

Cooper City Hall: why would we be going down? 25,013. Sure, we'll pick that up in the detail for sure. Great question. Okay? The Tree trust again. Significant.

182

00:32:27.860 --> 00:32:30.050

Cooper City Hall: Well, I see the actual versus budgeted.

183

00:32:30.140 --> 00:32:37.730

Cooper City Hall: So that could be. Why? That it went? Because basically nothing. So the short answer on the Tree Trust is there is not

184

00:32:38.120 --> 00:32:46.219

Cooper City Hall: additional revenue. Yes, coming in absolutely. So we? That's why, absolutely, that's why. And then last, one is debt service.

185

00:32:46.340 --> 00:32:49.760

Cooper City Hall: what is what in particular are we paying

186

00:32:49.860 --> 00:32:51.790

Cooper City Hall: for debt service? Yes.

187

00:32:52.970 --> 00:32:55.610

Cooper City Hall: and you're on page 33. There!

188

00:32:55.740 --> 00:33:00.679

Cooper City Hall: Yes, We'll pick that up in the detail as well.

189

00:33:00.740 --> 00:33:13.489

Cooper City Hall: I think it's in a couple of sections. But Michael, at a high level. What do we have for those 2? Item, I think there are 2 items that are the on 33 for the debt service for 681, 5 56,

190

00:33:15.350 --> 00:33:16.510

Cooper City Hall: yes.

191

00:33:22.760 --> 00:33:27.149

Cooper City Hall: probably from 24,000 to 681,000 for debt service.

192

00:33:35.310 --> 00:33:40.759

Cooper City Hall: How many of you are out there? I'm here because I'm not. I'm

193

00:33:40.960 --> 00:33:50.239

Cooper City Hall: I'm using the book. I don't know if now, if you're using the Powerpoint, make sure the bottom page on the Powerpoint is correct.

194

00:33:50.410 --> 00:33:54.200

Cooper City Hall: So I'm on city wide. Summary.

195

00:33:54.350 --> 00:34:08.919

Cooper City Hall: Yeah, just very quickly for those who are using a digital version. if you want to cool up the one from my email the other day that I sent an attached version.

196

00:34:10.000 --> 00:34:17.499

Cooper City Hall: yes, thank you.

197

00:34:20.600 --> 00:34:21.609

Cooper City Hall: She's always watching.

198

00:34:26.409 --> 00:34:33.989

Cooper City Hall: So it should be the page March city-wide summary. I can set it down to. Yes. Say, why? Summary.

199

00:34:34.020 --> 00:34:38.440

Cooper City Hall: yeah.

200

00:34:38.980 --> 00:34:40.950

Cooper City Hall: 681, one.

201

00:34:41.670 --> 00:34:43.170

Cooper City Hall: Yeah. Yeah. Yeah.

202

00:34:43.460 --> 00:34:44.679

Yeah.

203

00:34:56.590 --> 00:35:05.969

Cooper City Hall: Did you guys give sh of the wrong budget.

204

00:35:16.160 --> 00:35:34.239

Cooper City Hall: No, no, he did send 2 versions. Yep. So maybe you have the old one that goes right. It's also Commissioner. If you go on the agenda section on the website. It should be pressed on there. It wasn't on there. I know it's on those smarty things. Thanks. Yup, see, this is my last minute.

205

00:35:38.860 --> 00:35:50.830

Cooper City Hall: Michael. I know we pick that up in the detail. So If we're going to do it later, that fine, I just wanted to make sure we will most certainly like to understand this. Yes, sir, we'll come back to that, and the judgment finds, and for features as well.

206

00:35:54.120 --> 00:35:58.520

Cooper City Hall: I'll take some time to take it to that one as well and the

207

00:36:01.550 --> 00:36:02.570

Cooper City Hall: correct.

208

00:36:03.690 --> 00:36:08.870

Cooper City Hall: If you go ahead and we'll turn to page 35.

209

00:36:10.600 --> 00:36:23.359

Cooper City Hall: I just want to give a high level overview of the general fund revenues. Does everyone see that category? And it's got all sorts of numbers on it? Page 35 starts out with the details of property tax.

210

00:36:25.180 --> 00:36:41.520

Cooper City Hall: you'll see if you look to the far right? Obviously right, you'll see the percentage change as well as the dollar change, and you pick up that 2.1 9 6 9 5 change. And again, that's related to not rolling back

211

00:36:42.170 --> 00:36:48.510

Cooper City Hall: a few other categories. I just kind of stepping through this that I'd like to point out

212

00:36:48.620 --> 00:36:55.240

Cooper City Hall: particular, you know, just at a high level, at a sn snapshot, as the new city manager coming in.

213

00:36:55.370 --> 00:37:09.699

Cooper City Hall: This is a snapshot of a good, strong community, a stable community, as you look through, you know, different areas related to our programming related to the tax base and its growth.

214

00:37:09.750 --> 00:37:21.759

Cooper City Hall: related to as well some of those State shared revenues from a state perspective. Obviously the economy continues to be strong, and so we see that as a added benefit as well.

215

00:37:21.880 --> 00:37:35.610

Cooper City Hall: the We've got a couple of pieces in particular. I'll share obviously our our number one revenue sources. The add valorium tax next up at 4.4 million is the fire assessment.

216

00:37:35.690 --> 00:37:42.530

Cooper City Hall: that's up about $50,000, and I'll point out on the on the fire assessment side.

217

00:37:42.670 --> 00:37:49.840

Cooper City Hall: we did. We did update that assessment of Barbara Hastings had helped to. update that

218

00:37:49.920 --> 00:37:51.840

Cooper City Hall: We

219

00:37:51.970 --> 00:38:10.890

Cooper City Hall: did not go out and engage a separate company to update that analysis, but we have recommended and included in the budget for next year to do that. So about on it every at least every 2 year cycle. That's something that should be done. So that is included that piece. It's

220

00:38:10.970 --> 00:38:14.399

Cooper City Hall: a a part of the the puzzle for for next year.

221

00:38:14.510 --> 00:38:19.869

Cooper City Hall: I'll also point out from some of the

222

00:38:20.290 --> 00:38:28.700

Cooper City Hall: other items. obviously, we, we get a lot of money from the electric side. We get 2.6 million on electric tax.

223

00:38:28.760 --> 00:38:44.179

Cooper City Hall: we're still waiting for some of the feedback from the the State Department that's in charge with, evaluating some of those numbers they have yet to post those numbers our electric franchise revenues.

224

00:38:44.230 --> 00:38:48.070

Cooper City Hall: if you look under the franchise fee area

225

00:38:48.130 --> 00:39:07.869

Cooper City Hall: under electricity, you'll see. That is up a hundred 1,000 again. That's based on our our actuals. From last year we we bump that up roughly 100,000. If you move down to the area march total State contribution towards the bottom

226

00:39:08.010 --> 00:39:18.649

Cooper City Hall: of the page. You'll see that our State revenue sharing is up a hundred $30,000 from last year, and our State shared portion of sales. Tax

227

00:39:18.740 --> 00:39:22.290

Cooper City Hall: is up roughly $350,000

228

00:39:22.330 --> 00:39:27.210

Cooper City Hall: again. both those items. That's about 4 and a half.

229

00:39:27.870 --> 00:39:33.810

Cooper City Hall: A little over 4 million dollars worth of revenue. So between that

230

00:39:33.910 --> 00:39:51.109

Cooper City Hall: our electricity dollars and our ad valorem dollars those are the significant, some of our most significant pieces of our revenue puzzle, and they're all trending in a positive positive

231

00:39:51.420 --> 00:39:52.500

Cooper City Hall: position.

232

00:39:53.040 --> 00:39:58.740

Cooper City Hall: Commissioner, I I wanted to touch on

233

00:39:58.830 --> 00:40:00.830

Cooper City Hall: on the judgment

234

00:40:00.840 --> 00:40:05.529

Cooper City Hall: finds and forfeiture side before you do that. Can you go back there?

235

00:40:05.740 --> 00:40:09.780

Cooper City Hall: How do we verify what they are telling us is accurate.

236

00:40:10.070 --> 00:40:10.889

What is that?

237

00:40:11.040 --> 00:40:14.520

Cooper City Hall: Okay, I have it right here. Okay. And our members are in an.

238

00:40:14.750 --> 00:40:15.910

Cooper City Hall: and that's why you

239

00:40:16.560 --> 00:40:26.169

Cooper City Hall: like. They're off about $60,000. They posted it online, though they did. And our

240

00:40:38.850 --> 00:40:42.919

Cooper City Hall: well, he's doing that. I have a question franchise towing

241

00:40:43.000 --> 00:40:46.579

Cooper City Hall: is down 76. Is there a reason for that.

242

00:40:49.020 --> 00:40:55.450

Cooper City Hall: Yeah, I.

243

00:40:55.760 --> 00:40:57.899

Cooper City Hall: So why are we still getting 10,000?

244

00:40:59.290 --> 00:41:01.629

Cooper City Hall: It made me carry a little contract.

245

00:41:09.010 --> 00:41:13.310

Cooper City Hall: Michael, can you make a note? Is to double check that at 10,800 as well

246

00:41:37.980 --> 00:41:39.620

Cooper City Hall: touch as well on the

247

00:41:46.210 --> 00:41:51.280

Cooper City Hall: if you would also, confirm, have.

248

00:41:51.580 --> 00:41:53.319

Cooper City Hall: But it might confirm

249

00:41:53.480 --> 00:41:57.780

Cooper City Hall: what's been published by department of revenue. First, what we have.

250

00:41:58.210 --> 00:42:06.829

Cooper City Hall: And that was okay. So June thirtieth, it's 2 20. So for the one in year, right? And the ending. Okay.

251

00:42:07.290 --> 00:42:14.329

Cooper City Hall: Michael, can you go ahead and make a note as well on that, just to go back and reconfirm those State shared revenues to that to

252

00:42:14.750 --> 00:42:19.870

Cooper City Hall: the mayor's point and and Commissioner's point, we can just double check and triple check those.

253

00:42:21.410 --> 00:42:30.409

Cooper City Hall: It's a specific one. Yeah, it's they. I think they they have it at This you you told themselves that yearly one

254

00:42:31.250 --> 00:42:35.759

Cooper City Hall: that's getting 1.5 9 7,

255

00:42:36.190 --> 00:42:38.649

Cooper City Hall: the street and

256

00:42:39.520 --> 00:42:41.330

Cooper City Hall: What is it that the

257

00:42:41.900 --> 00:42:43.660

Cooper City Hall: 2, 1, 2,

258

00:42:44.270 --> 00:42:48.919

Cooper City Hall: 20 distribution. And then we in the 281. So what does that be?

259

00:42:49.090 --> 00:42:50.520

Cooper City Hall: One of the streets?

260

00:42:53.640 --> 00:43:02.739

Cooper City Hall: Yeah, 2, 1, 2, yeah. Chapter 2, whatever that me sharing, that is

261

00:43:02.980 --> 00:43:04.470

Cooper City Hall: 2, 1, 2 here.

262

00:43:07.320 --> 00:43:10.070

Cooper City Hall: Oh, yeah, that's right.

263

00:43:11.350 --> 00:43:17.859

Cooper City Hall: Yeah. And I think our numbers are off a little bit from what they posted on our website.

264

00:43:18.780 --> 00:43:20.940

Cooper City Hall: Yes. yeah.

265

00:43:24.370 --> 00:43:36.830

Cooper City Hall: we'll we'll we'll definitely go back in and review them. It's just. And and to Michael's point, I just timing wise. I think they were, Mike, how many times you think you'd check that page in the last month.

266

00:43:37.930 --> 00:44:07.029

Cooper City Hall: But just to me, wise, I think, to your point where we'll definitely go back and revisit them and update them before they they up or down. Based on what you're saying. We we wish meeting more now. Yeah. So it's good. I I just wasn't sure if we had to work. I think it's like a 60,000 more. Okay?

So yeah, so we will definitely update those Commissioner. And and there's there may be one or 2 more, even from the States website that we're waiting for that. They still haven't provided frankly ease, even as today. So we'll continue to on those in the in the coming weeks.

267

00:44:10.050 --> 00:44:17.310

Cooper City Hall: Commissioner, I would just kind of check briefly for you on the the judgment, fines and forfeitures.

268

00:44:17.600 --> 00:44:18.870

Cooper City Hall: Let me double check

269

00:44:19.860 --> 00:44:24.560

Cooper City Hall: like on. I were just reviewing that. I think that's where we had them. We were doing this morning.

270

00:44:51.430 --> 00:44:56.090

Cooper City Hall: Yeah, you can go ahead and flip the pages. You'd like to. Page 36.

271

00:44:56.550 --> 00:45:11.359

Cooper City Hall: And that's actually we'll pick up those sign reports curvature boss down towards the bottom or the details. there, did you have another question. Okay? I wanted to point out first of all, on the up top on the revenue side. The Public Safety School Resource Officer.

272

00:45:11.370 --> 00:45:21.280

Cooper City Hall: You'll see that as increased additional revenue, by 209,000. It's the line marked Public Safety School Resource Officer.

273

00:45:21.610 --> 00:45:35.390

Cooper City Hall: last year our budget was 306,000 this year. It's 515,000, and that is again, because of additional funding, and Chief Giovanni can speak a little bit to to that more when he's up covering his budget. Item.

274

00:45:35.490 --> 00:45:52.250

Cooper City Hall: there may be as well. A a little later on in the year, a potential for us actually to pick up some even additional money beyond that. And that's related to the sergeant piece and the Sro. And chief, if you don't mind, unless you talk on that a little bit more when when we have you up here for your department, if you don't mind.

275

00:45:52.390 --> 00:45:54.749

Cooper City Hall: I'm pretty sure that was denied wasn't

276

00:45:58.160 --> 00:45:58.970

Cooper City Hall: okay.

277

00:46:00.590 --> 00:46:02.320

Cooper City Hall: You're on that

278

00:46:02.790 --> 00:46:10.540

Cooper City Hall: I did want to mention we had overall, or you will see our recreation revenues are up.

279

00:46:10.820 --> 00:46:15.249

Cooper City Hall: which is a good, a good thing, as we continue to do programming.

280

00:46:15.260 --> 00:46:23.449

Cooper City Hall: and a lot of interest. We did have one item that went down direct camps and enrichment programs.

281

00:46:23.470 --> 00:46:33.209

Cooper City Hall: and that is primarily related to. We had tried, I think, been talking with Stacey and the Experimental before school

282

00:46:33.240 --> 00:46:49.430

Cooper City Hall: program. And then we did an after school program. The after school program has been very, very successful the before school. not as much. And so that's basically reflects on scaling that back And so I wanted to point that out.

283

00:46:49.850 --> 00:47:02.939

Cooper City Hall: Commissioner, captain to your point on the judgment fines and forfeitures. you can see. This year we budgeted 165,000

284

00:47:02.960 --> 00:47:05.230

Cooper City Hall: overall for those items.

285

00:47:05.250 --> 00:47:12.289

Cooper City Hall: we did scale that back a little bit on the fines and forfeitures

286

00:47:12.330 --> 00:47:24.510

Cooper City Hall: primarily, our budget for this year's 125,000 through the end of May. We've only collected about $40,000. So that was

287

00:47:24.620 --> 00:47:29.969

Cooper City Hall: you know. Obviously, we still have June, July, August, and September to pick up.

288

00:47:30.080 --> 00:47:32.450

Cooper City Hall: but it's that

289

00:47:32.630 --> 00:47:35.780

Cooper City Hall: we obviously we're 22.

290

00:47:36.240 --> 00:47:41.920

Cooper City Hall: is it that we're not enforcing? like as a magistrate? Not

291

00:47:42.670 --> 00:47:45.279

Cooper City Hall: and forcing.

292

00:47:45.520 --> 00:47:54.009

Cooper City Hall: I will share. And and I I might let. When Carlos gets up, we just we have probably a a great example related to that

293

00:47:54.110 --> 00:47:57.349

Cooper City Hall: recently that has come up. But

294

00:47:57.960 --> 00:48:09.189

Cooper City Hall: I don't know if we can certainly touch on it. Now you want, I just, I like to know, because it's a significant difference. And you know I'm not looking to find

295

00:48:09.460 --> 00:48:35.160

Cooper City Hall: residents. But at the same time you would think it would almost be a similar number year over year. Yeah, those kinds of things, Carlos. Maybe if you want to, just maybe give a little bit of a a snapshot that you have insight on, especially since we haven't we gotten so much more aggressive with code, you would actually think it would naturally go up right. That's the sweeps and all kind of.

296

00:48:36.590 --> 00:48:39.630

Cooper City Hall: But that's under.

297

00:48:41.860 --> 00:48:49.800

Cooper City Hall: So we had a one time bump last year related to a settlement for 75,000,

298

00:48:50.260 --> 00:48:54.619

Cooper City Hall: and then Carlos might be able to shed some light on. Just you know the current year paper. Certainly

299

00:48:55.010 --> 00:49:00.339

Cooper City Hall: busy and proactive. Absolutely. Good afternoon, Mayor Commission, and see, manager.

300

00:49:00.880 --> 00:49:06.429

Cooper City Hall: I I believe we there. There seems to be an unbalanced.

301

00:49:07.970 --> 00:49:10.410

Cooper City Hall: and the

302

00:49:10.470 --> 00:49:21.150

Cooper City Hall: the amount of work that goes into code enforcement and our violation process, and along with Bso and their code enforcement process with the magistrate.

303

00:49:21.320 --> 00:49:24.360

Cooper City Hall: It seems that we get to magistrate. We have

304

00:49:24.460 --> 00:49:26.630

Cooper City Hall: a pretty significant case.

305

00:49:26.810 --> 00:49:29.860

Cooper City Hall: and there's always a reduction of fine

306

00:49:29.970 --> 00:49:40.060

Cooper City Hall: or an elimination of the fines completely. we just had one recently, with a short time rentals where we have been provided.

307

00:49:40.370 --> 00:49:44.729

Cooper City Hall: I need an extent in this amount of time to allow these

308

00:49:44.910 --> 00:49:46.210

Cooper City Hall: to be

309

00:49:46.250 --> 00:49:48.979

Cooper City Hall: brought up to to compliance.

310

00:49:49.170 --> 00:50:01.059

Cooper City Hall: The fines have been started. It was about 12,000. Each property is 10 properties. so roughly over 100, $120,000 and fees had already been approved.

311

00:50:01.220 --> 00:50:14.179

Cooper City Hall: and the magistrate made a ruling to wipe the fees away, extend the content and continue and continue the case another 30 days. which extended the compliance state, which

312

00:50:14.200 --> 00:50:17.809

Cooper City Hall: pretty much started the time clock over again. So just.

313

00:50:17.860 --> 00:50:42.689

Cooper City Hall: That's one instance where you know we've done. Can we get another magistrate? 6 months worth of work, and all of the fines have been eliminated. Is that legal. Well, I don't know it's any piece here. So my August goes. My partner's indicated that we've been we and your staff and china several times to explain to the magistrate what the code provides and the mechanism for using fines which is laid out in the code.

314

00:50:50.290 --> 00:50:59.179

Cooper City Hall: In fairness I did try to remove the magistrates discretion to wave a certain amount of the fine and make it come back to here.

315

00:50:59.320 --> 00:51:01.090

Cooper City Hall: But my learned colleague.

316

00:51:01.410 --> 00:51:04.430

Cooper City Hall: colleague, or colleagues.

317

00:51:05.080 --> 00:51:05.980

Cooper City Hall: So

318

00:51:07.730 --> 00:51:36.890

Cooper City Hall: it's been a challenge, and and and to Jacob's point his office has been very, for is it your magistrate? No, it's arms with, you know. So you, I know is this something we can put on? Mr. Julie Man. His reason was they should have the ability and judgment to make it, because all judges are, which is probably true. But we might smoke and judge.

319

00:51:37.060 --> 00:51:56.660

Cooper City Hall: Okay, I'm not going there. I just I I kind of agree with you. No offense that we should put this on the yes, Mr. City manager, if we could put this on the next agenda, and then it might delegate to be on the next my delegate way of trying to then re-approach. This was bifurcating those

320

00:51:56.850 --> 00:51:59.549

Cooper City Hall: because there is a code hearings

321

00:51:59.870 --> 00:52:06.740

Cooper City Hall: to separate them out, and that, you know. So I've been really trying to.

322

00:52:08.420 --> 00:52:16.470

Cooper City Hall: And so we have separated the 2 cases. So we are doing a building the same person that right, it is under the same.

323

00:52:17.160 --> 00:52:17.940

So

324

00:52:18.450 --> 00:52:24.979

Cooper City Hall: next to the next meeting, do you have a recommendation?

325

00:52:26.570 --> 00:52:35.590

Cooper City Hall: Because the magistrates were not here for you? You're right, you're correct. I know it. I'll be glad to moving along.

326

00:52:39.440 --> 00:52:50.809

Cooper City Hall: I would like to, with the Mayor and commission blessing move over from revenue into our expenditure side and start to get into our department. review as we move through things.

327

00:52:50.870 --> 00:52:53.199

Cooper City Hall: is that okay with everyone? No problem.

328

00:52:53.900 --> 00:52:54.730

Cooper City Hall: Okay.

329

00:52:55.460 --> 00:53:08.170

Cooper City Hall: And we're gonna go. If that's okay with the mayor and commissioners just right through the book, as as Mom used to say. we'll start in the city, the vaunted City Commission

330

00:53:08.490 --> 00:53:11.989

Cooper City Hall: department. I'm ready on page

331

00:53:12.180 --> 00:53:17.470

Cooper City Hall: the first paid whenever you want 43 among 40 you're on 40. Yeah.

332

00:53:17.930 --> 00:53:21.950

Cooper City Hall: the flow chart I want to talk about.

333

00:53:22.740 --> 00:53:30.030

Cooper City Hall: Yes, sir, we'll go back to 40 and be glad to talk about that. This. This seems to be, in my opinion

334

00:53:30.400 --> 00:53:36.240

Cooper City Hall: this keeps hopping in here, this this manager thing. and I believe that the Executive Assistant

335

00:53:36.260 --> 00:53:42.109

Cooper City Hall: works for the Commission. We removed it from the charter for ministerial purposes.

336

00:53:42.210 --> 00:53:53.329

Cooper City Hall: But, just like our internal auditor, reports to us our system. the ports to us, and I'm not sure why this arrow keeps getting put back in there. So how do we get that out?

337

00:53:53.820 --> 00:54:02.619

Cooper City Hall: And we make it clear that our system works for us. No, it's it's there's no I thought it was Jacob.

338

00:54:02.860 --> 00:54:08.909

Cooper City Hall: There was a charter provision that specifically provided that position to be direct port to commission that was

339

00:54:09.100 --> 00:54:10.579

Cooper City Hall: appealed from the charter.

340

00:54:10.790 --> 00:54:19.319

Cooper City Hall: That position would put under the manager assigned specifically to serve and work for the

341

00:54:19.380 --> 00:54:24.160

Cooper City Hall: but not really gunning commander. It was. It's silent. We removed it from the charter, and it's silent.

342

00:54:24.310 --> 00:54:29.700

Cooper City Hall: So okay, so the argument you're making one side of the coin

343

00:54:30.030 --> 00:54:36.029

Cooper City Hall: I would make it together because the residents voting

344

00:54:36.110 --> 00:54:38.400

Cooper City Hall: charter wise to take it back out.

345

00:54:38.720 --> 00:54:49.940

Cooper City Hall: Then the executive assistant works for the city manager assigned to the Bible. But that's not what the residents voted. I was on the Charter Review Committee, and what happened was

346

00:54:50.230 --> 00:54:58.199

Cooper City Hall: because of the charter change. Now I know why they had it the time, he said. That's ridiculous. We said we we shouldn't address these types of things in the charter

347

00:54:58.620 --> 00:55:13.940

Cooper City Hall: this minute of a position shouldn't be so. All I did was take it out of the charter, and it's silent like our internal. I don't disagree, it's it's sign with. But again, we're here for budget. You want to put this on. I have no, this is the on the budget, and this is important to me.

348

00:55:16.340 --> 00:55:31.450

Cooper City Hall: I my opinion I don't know. I have a I like that removed and clear that the Executive assistant works for us. We know it's not the same as every other position. Right? Because I don't go and tell the lady at the front lady of the gentleman over there to to make an appointment for me I do

349

00:55:31.970 --> 00:55:36.770

Cooper City Hall: with with an executive system that's assume that's not interfering with the operation of the city.

350

00:55:36.960 --> 00:55:48.280

Cooper City Hall: Same thing with the internal auditor. They're not mentioned anywhere in the charter, but they work for us right? So I think the executive system should be the same as our internal auditor. It should work for us.

351

00:55:48.950 --> 00:55:56.489

Cooper City Hall: I agree. I agree as well. I think it's a simple change, I obviously. And if we need to put it in a resolution or something where we say that

352

00:55:56.650 --> 00:56:04.009

Cooper City Hall: the executive assistant reports to the manager for ministerial functions, such as requesting Dto.

353

00:56:04.320 --> 00:56:05.080

Cooper City Hall: you know.

354

00:56:06.190 --> 00:56:08.740

Cooper City Hall: things like that that totally makes sense. But then

355

00:56:09.580 --> 00:56:13.720

Cooper City Hall: we we can't assign employees to do anything unless they work for us. And

356

00:56:14.400 --> 00:56:19.739

Cooper City Hall: the only person people who work for us currently are Mr. Horowitz and Mr. Eglson along with the Audrey.

357

00:56:20.320 --> 00:56:25.840

Cooper City Hall: So technically, we have to ask him to ask her to schedule your quite appointment for us

358

00:56:26.770 --> 00:56:27.650

Cooper City Hall: in

359

00:56:27.950 --> 00:56:30.409

Cooper City Hall: theory. Yes, practically no.

360

00:56:30.850 --> 00:56:34.459

Cooper City Hall: because he's given the authorities to her to deal with us.

361

00:56:34.620 --> 00:56:39.219

Cooper City Hall: I think doing it that way. We run into the same difficulties we did

362

00:56:40.490 --> 00:56:42.389

Cooper City Hall: when we had

363

00:56:42.760 --> 00:56:43.690

Cooper City Hall: had it

364

00:56:43.890 --> 00:56:50.729

Cooper City Hall: where the executive assistant reports directly to us. Then we didn't a whole lot better when

365

00:56:50.840 --> 00:56:54.469

Cooper City Hall: they don't, and the assistant is a direct date

366

00:56:54.610 --> 00:57:13.149

Cooper City Hall: employee. The only issue there was was evaluation. Because obviously, 5 people are going to get together in private because we're not allowed to to give an evaluation on an employee, so that that and improving over time, so ministerial items are fine, but just like I don't write that she, Jacob, works for us, but we don't write his check. We don't physically check.

367

00:57:13.290 --> 00:57:21.949

Cooper City Hall: you know. Finance ministerially writes his check and and and provides it. So what I'm hearing from Commissioner Katman and from

368

00:57:21.960 --> 00:57:31.310

Cooper City Hall: Commissioner Shroud, or it's a no, she did not chime in as yet, as far as well. If it's a certain item, then she can do that

369

00:57:31.440 --> 00:57:33.149

Cooper City Hall: practically like, I said.

370

00:57:33.310 --> 00:57:42.329

Cooper City Hall: The city manager has given the authority to have her schedule. So now we need a literally a list of duties.

371

00:57:42.420 --> 00:57:47.749

Cooper City Hall: and if it's not on the list, she doesn't do it. Okay? Then I just say she works for us and we don't have to do that anymore.

372

00:57:48.660 --> 00:57:53.249

Cooper City Hall: can I chime in because I did say that Marsha should work for us? But

373

00:57:53.600 --> 00:58:03.500

Cooper City Hall: I understand what the mayor is saying, and I know historically what happened in the past, and I think that would, and I and I don't mean to speak for you. So I apologize, but

374

00:58:03.860 --> 00:58:06.130

Cooper City Hall: we don't necessarily want

375

00:58:06.910 --> 00:58:10.640

Cooper City Hall: a cluster that was had historically. But

376

00:58:10.970 --> 00:58:17.379

Cooper City Hall: I know that there have been times when members of the Commission have

377

00:58:17.490 --> 00:58:24.560

Cooper City Hall: been upset because the the Commission's Executive assistant

378

00:58:24.600 --> 00:58:26.610

Cooper City Hall: is going to you

379

00:58:26.970 --> 00:58:32.399

Cooper City Hall: with items. She's but she's ours. Now I understand that you handle

380

00:58:32.600 --> 00:58:34.520

Cooper City Hall: everything. You run the kitchen.

381

00:58:34.930 --> 00:58:37.480

Cooper City Hall: you handle all the 2 chefs, but

382

00:58:38.120 --> 00:58:55.970

Cooper City Hall: she's ours, so there is a a privacy issue that other members are having. That would all leave if she's ours and she doesn't have to report to you. I don't we? We're putting Marcia and and I'm just using her name. We're putting the executive assistant because it could be anyone in

383

00:58:55.990 --> 00:59:01.250

Cooper City Hall: a precarious situation because she has so many bosses.

384

00:59:01.310 --> 00:59:06.599

Cooper City Hall: So who is she loyal to? Not necessarily the right word? But

385

00:59:07.810 --> 00:59:14.489

Cooper City Hall: we don't want to give that to her. It's it's it's it's not going to make her work

386

00:59:15.290 --> 00:59:16.050

Cooper City Hall: well.

387

00:59:17.080 --> 00:59:22.219

Cooper City Hall: so I have no issue with her being ours because she is ours.

388

00:59:22.690 --> 00:59:25.640

Cooper City Hall: But as far as

389

00:59:26.410 --> 00:59:47.170

Cooper City Hall: time off vacation, sick days. Things like that that does need to be approved because you cannot get 5 of us to approve, or we give you a permission to take this, I think if she reports to us, and we delegate that authority, the manager versus the other way around, kind of like we did last time. So And again, I'm just throwing it out there when you want to buy, or her.

390

00:59:48.020 --> 00:59:58.149

Cooper City Hall: Is it up to him, or is it up to us? It should be up to us. But this is my point. So up to A, and and if you're going to give him authority, but then it's got to be laid out, so it's clear.

391

00:59:59.620 --> 01:00:04.469

Cooper City Hall: Well, let me ask you a question, and I hate to say this to you. But if we fired you, Jacob.

392

01:00:04.710 --> 01:00:07.720

Cooper City Hall: I don't imagine that the 5 of us type up a letter.

393

01:00:07.740 --> 01:00:14.110

Cooper City Hall: And right, yeah, but it's done. And then some who who arranges for it. If you say you were in in the house and bully.

394

01:00:14.190 --> 01:00:22.510

Cooper City Hall: So it's the same thing if we decide something the manager will ministerially arrange to have that done. But we should be deciding

395

01:00:22.530 --> 01:00:24.520

Cooper City Hall: things for our executive assistant.

396

01:00:28.000 --> 01:00:32.729

Cooper City Hall: And let me ask you this, your concern today, budget wise.

397

01:00:32.950 --> 01:00:46.709

Cooper City Hall: It's what we're we're adopting a budget and departments because the topping and departments within our purview and this is in there. So I don't think so. You're going to move the salary of the administrative

398

01:00:46.990 --> 01:00:57.160

Cooper City Hall: Executive assistant over to the city manager or no, I should say administration. It's already under us. That's okay. I want to make this line off

399

01:00:57.590 --> 01:00:58.899

Cooper City Hall: and this box.

400

01:00:59.180 --> 01:01:04.709

Cooper City Hall: Leave the salary where it's at. It's not under him. It's really it's under our budget. So.

401

01:01:05.010 --> 01:01:08.770

Cooper City Hall: And then we could tell the manager listen. You know.

402

01:01:09.080 --> 01:01:14.899

Cooper City Hall: the only thing that's really it hard to do is approving. You know, ministerial things

403

01:01:14.970 --> 01:01:18.230

Cooper City Hall: and evaluation. We're not going to do a 5 version evaluation

404

01:01:20.190 --> 01:01:32.569

Cooper City Hall: a 5 person. Well, you can. You just do it? No, it's the same way. Exactly. It's a piece of paper with different categories. 1, 2, 5. What? What? What was happening is like, so say I'm having, and this is.

405

01:01:33.100 --> 01:01:35.310

Cooper City Hall: take Marsh it out. Imagine

406

01:01:35.520 --> 01:01:42.580

Cooper City Hall: the the. The truth is why it switched at 1 point was, say, I'm having trouble with Little John.

407

01:01:42.650 --> 01:01:52.289

Cooper City Hall: I don't know if she's having trouble with Little John, and we could be voting on it. So that's the only thing we really need to do is if we tell the manager we're having an issue. He's got a

408

01:01:52.830 --> 01:01:56.379

Cooper City Hall: have his ministerial assessment. Otherwise it's going to be public, hey?

409

01:01:56.550 --> 01:01:58.860

Cooper City Hall: So he'll be making the raises.

410

01:02:00.310 --> 01:02:07.630

Cooper City Hall: He'll have the discretion of merit. That's fine with me. I'm I'd be okay delegating in a way

411

01:02:07.720 --> 01:02:16.160

Cooper City Hall: after him, conferring with all of us. Yes, I believe that if he conferred with all of us that he should do that, so it's okay to give him the authority to raise

412

01:02:16.820 --> 01:02:19.480

Cooper City Hall: the salary, but not to

413

01:02:19.970 --> 01:02:24.430

Cooper City Hall: decrease or too far. It's not authority after conferring with.

414

01:02:26.390 --> 01:02:32.729

Cooper City Hall: But remember, they said, it's direction. After controlling the

415

01:02:33.120 --> 01:02:43.200

Cooper City Hall: he can't pull. You're fully correct, but he can't serve a day. Condo it. No, no, but that's not condo it, because if he's making the decision we're not voting.

416

01:02:43.270 --> 01:02:59.329

Cooper City Hall: but there's a point it's got to be up from the dates. No, if we're not voting on it, he could certainly get our opinion on things. I can get your opinion, but but if if she works for the 5 of you, 5 are responsible for priority firing, whoever is in that position.

417

01:03:02.270 --> 01:03:28.680

Cooper City Hall: and you want to subject your executive, and so we can delegate that authority. We sure can. If you're delegating the authority, then you're putting the manager in a position for 5 to make a decision. Alright. Then we'll do it publicly. I mean, okay, I don't think that's I don't either. That's not what you guys that's not okay, no, not to get contract, you know. But last time, under the charter they reported to us, and you authorized us to delegate

418

01:03:28.840 --> 01:03:39.769

Cooper City Hall: certain authorities to the manager. So I'm asking you the same thing there, if I could make a just a suggestion part of me. I I think it's clear this is a a good topic for discussion.

419

01:03:39.770 --> 01:03:55.559

Cooper City Hall: If I might be able to say I'd be glad. Perhaps we could just put it on for the dias we've got 2 months before this will be up for a vote. We've got ample time. I think it's a good discussion I frankly. I'm comfortable with. However, you all decide it should be arranged.

420

01:03:55.560 --> 01:04:13.549

Cooper City Hall: But if you're oh, okay, with that idea, I'd be glad to put it on the next meeting that we have and and continue that it's a good discussion. I just think it it. It probably should ultimately be decided at the at the Diet. What about the this picture, though I want that picture change in this budget. Yeah.

421

01:04:13.580 --> 01:04:24.780

Cooper City Hall: what I what I would say a Commissioner shrouded is, I mean, frankly, until it's decided. I we can. Just I can pull that diagram off. No, I want that picture. I want that box taken off.

422

01:04:24.950 --> 01:04:40.489

Cooper City Hall: That's that's what I've been. I can. I'll not the whole thing. This just this one on the right. This is the graph budget. Okay, it could be that. It'll take the input. Yes, whatever you guys decide. I'll be glad to update it. Absolutely. Absolutely. Okay. Yeah, I don't have any problem with that. But you put a TV on it.

423

01:04:40.670 --> 01:04:53.420

Cooper City Hall: Yes, and and I'll be. We'll be glad. And there, and that will allow us the mechanism for you guys. I I think, as I said, it's it's a good discussion, but if you are all okay with that, I've added to my topics for agenda. Thank you.

424

01:04:54.120 --> 01:04:54.790

Thank you.

425

01:04:58.360 --> 01:05:06.069

Cooper City Hall: Pivot from there. If it's okay to page 43, which is particularly the City Commission's department budget.

426

01:05:06.100 --> 01:05:07.160

Cooper City Hall: you know. Just

427

01:05:07.320 --> 01:05:11.840

Cooper City Hall: pause for a moment and see if there are any specific questions on

428

01:05:12.170 --> 01:05:22.850

Cooper City Hall: that section. May I start making sure. I have a couple of questions. one is under salaries. It's confusing, because

429

01:05:22.980 --> 01:05:29.510

Cooper City Hall: I can't imagine. You know, we we get the same salaries year over Europe, and it looks like it's a

430

01:05:29.950 --> 01:05:31.070

Cooper City Hall: jump of.

431

01:05:31.670 --> 01:05:40.280

Cooper City Hall: I can assure you. It's not a jump for any of you. I think.

432

01:05:42.150 --> 01:05:43.940

Cooper City Hall: there may have been

433

01:05:45.030 --> 01:05:47.879

Cooper City Hall: there was a piece that was not in the

434

01:05:47.920 --> 01:05:59.389

Cooper City Hall: no, no, his was not in there, and so we just at least for the proposed budget. One of the that's all. That's yeah. I don't know why Aaron didn't budget for it.

435

01:05:59.420 --> 01:06:23.839

Cooper City Hall: Okay, so this is rectifying that correct. Yeah, just for the record and and for the public recording you definitely of Aaron's mistake. You could say that that there is no increase for any of you in there, that is, that is just showing all all of the proper salaries which have been in place, and should have been in place prior years. Thank you. And the next question I have, and I remember from previous budget meetings that you all talked about this

436

01:06:24.090 --> 01:06:27.090

Cooper City Hall: pro really long time of. I'm not looking to do that. But

437

01:06:27.120 --> 01:06:29.750

Cooper City Hall: the discretionary funds?

438

01:06:29.880 --> 01:06:32.740

Cooper City Hall: I don't necessarily think we need 9,000

439

01:06:32.910 --> 01:06:35.499

Cooper City Hall: for for each of us it looks like the

440

01:06:35.540 --> 01:06:42.150

Cooper City Hall: by a spender. Was it 5,300. The second highest was 885, and the rest didn't spend anything.

441

01:06:42.390 --> 01:06:56.680

Cooper City Hall: so which one the the discretionary funds under personnel like. okay, got it here. and I see how it's leveling everybody off to be the same. I just I don't know if we need to keep increasing at 3,000

442

01:06:56.710 --> 01:07:02.390

Cooper City Hall: because we're not spending it. I just wanted to hear what people say about that. So my, I don't.

443

01:07:02.430 --> 01:07:08.940

Cooper City Hall: So what we had said was, it will roll over. So I don't know that this proposed budget doesn't have roll over right?

444

01:07:10.030 --> 01:07:14.060

Cooper City Hall: So no, I don't think it has a role in conferences. Right?

445

01:07:14.460 --> 01:07:19.879

Cooper City Hall: So really it, it's it should probably stay the same. And then it's you 3,000

446

01:07:19.960 --> 01:07:24.979

Cooper City Hall: and 6,001 year old over for someone.

447

01:07:26.560 --> 01:07:27.529

Cooper City Hall: The problem was.

448

01:07:30.110 --> 01:07:45.970

Cooper City Hall: yeah, we we should not be. I know, Chris far. You have touch on that here, on on another topic. But and I'm certainly at the pleasure of the board. We can make that item whatever you would like it. But versus rolling it over, I I think it would be more

449

01:07:46.140 --> 01:08:12.390

Cooper City Hall: prudent to just pick a number that is reasonable, to say, and and you know, be at 6. Be at 7, be at 8, Vietnam, you know, to pick a number, and and that you all are comfortable with, as you look ahead for October to September of next year, and some of this, frankly, some of this is going to be relying about future conversations that I plan to bring up, that I think would be better suited for the actual budget versus my discretionary.

450

01:08:12.810 --> 01:08:19.399

Cooper City Hall: But I'd be comfortable, not taking 9,000. And it's you know, again, looking at what the actuals are.

451

01:08:19.550 --> 01:08:23.429

Cooper City Hall: It doesn't seem. You know, we're we're trying to ask our department to be a little tight.

452

01:08:23.620 --> 01:08:40.839

Cooper City Hall: and and we we really would never take 9 unless we hadn't used it. So it makes sense, because, you know, you didn't use 6. So why you're gonna have 9. It was really only supposed to be so if you wanted something, so maybe it should go into a contingency on that item.

453

01:08:40.859 --> 01:08:42.960

Cooper City Hall: because it does look odd. So

454

01:08:43.220 --> 01:09:09.619

Cooper City Hall: yeah, it looks like we keep giving. So I don't know if there's a better way to achieve that same thing. Yeah, quick candle, I mean, if you all are comfortable to be at the numbers that were last year, we can certainly do that. And and, Commissioner, I mean to your point. If there was an item, certainly that I mean the mayor and commission you guys, you control the first spring for the entire budget. So if there was a a a need for a contingency matter apps, I mean, it's

455

01:09:09.660 --> 01:09:16.980

Cooper City Hall: funding would be available. I mean, there's general fund contingency. And so I mean, it's you know, it's

456

01:09:17.310 --> 01:09:27.179

Cooper City Hall: It's really we're at the pleasure of you all to say, you know if you just if you want to think on it. Some, I mean, certainly we doesn't have to be decided today. I think there's a better way to make that.

457

01:09:27.830 --> 01:09:29.589

Cooper City Hall: to achieve that, that any group.

458

01:09:30.600 --> 01:09:33.010

Cooper City Hall: but also

459

01:09:33.649 --> 01:09:38.719

Cooper City Hall: and this is why I know it sounds easy to move on past things like the little picture, but

460

01:09:38.950 --> 01:09:47.520

Cooper City Hall: like I don't know how we get the 10,000 on the I mean how we get the 3,000 and the travel per DM. I had thought we got rid of the travel per d, and for the discretionary funds

461

01:09:47.670 --> 01:09:51.009

Cooper City Hall: and then also.

462

01:09:51.100 --> 01:09:57.830

Cooper City Hall: so like the last budget, I just don't know how, and somehow the mayor end up with more money than us.

463

01:09:58.350 --> 01:10:08.170

Cooper City Hall: I don't know how that happened. I don't look good. I didn't prepare that. We all had the same amount. But then, when it came to roll over, he spent his money. So yeah, so if anything, he'd have been

464

01:10:08.790 --> 01:10:11.080

Cooper City Hall: bankrupt. And

465

01:10:11.190 --> 01:10:27.180

Cooper City Hall: yeah, not a good word for. So yeah. So for the record, you know, as the as a new city manager rule number one is always making sure that discretionaries funds Are you right? Are in their equal, and then it's at the pleasure of you all.

466

01:10:27.220 --> 01:10:49.920

Cooper City Hall: is is a really good place to start. I'll be honest, Commissioner, shrouder. That was one of those things that caught my eye as well as why, you know. Why was there an outlier even in in the in the one in Prior, but at least looking forward. If you all are in agreement, I think it's just identifying what that number is. I guess what's the $10,000 for traveling and for DM,

467

01:10:50.940 --> 01:10:52.820

Cooper City Hall: yes,

468

01:10:56.190 --> 01:11:11.889

Cooper City Hall: you, I mean, you're a significant disadvantage if you don't have the history here. But we used to have each have travel budgets right? Some people traveled, some people didn't. So we said, calls discretionary. And you can you want to travel? That's where you're going to travel. If not, you want to give it to the Boys Girls Club. You have to voice girls.

469

01:11:12.270 --> 01:11:17.190

Cooper City Hall: And then. So now it's we have a separate travel.

470

01:11:17.320 --> 01:11:25.799

Cooper City Hall: Yes, per DM, so it should. In my opinion, we it should be. There's discretionary funds should be that travel.

471

01:11:26.990 --> 01:11:53.139

Cooper City Hall: and and frankly, to that end. I mean, if if you, if all of you, you know from consensus are are okay with that concept, I mean, we can we? My recommendation might be because if you're talking about travel, and and if you guys do attend something that perhaps you look to keep a slightly larger discretionary fund amount. But we could delete the travel and per DM, line. If you know, if that's something that

472

01:11:53.410 --> 01:11:55.380

Cooper City Hall: you all.

473

01:11:55.960 --> 01:12:09.609

Cooper City Hall: do you guys okay with this? Why don't we take the discretionary down to 6, and then take the additional that travel, and then on additional, and put it as just a contingency, and that no difficulty with that that works for me because I'd be curious, you know. For example.

474

01:12:09.960 --> 01:12:24.089

Cooper City Hall: I, when I went to tell him how he it was probably like 900 900 and change if I recall. So where is that like? It's not under traveling for DM. Actual, and it's not under my discretion.

475

01:12:24.120 --> 01:12:42.990

Cooper City Hall: I don't know it may have picked up Commissioner on this, on our latest. Let me probably picked up on this broader, or that's why I just I am zoomed when I did it, that it was coming out of my discretionary. Yes, which would put me down to

476

01:12:43.340 --> 01:12:50.200

Cooper City Hall: 51, or 81, if on the new one.

477

01:12:50.320 --> 01:12:52.750

Cooper City Hall: just checking the May the May actuals.

478

01:12:53.450 --> 01:13:12.670

Cooper City Hall: You definitely have money spent out of that. I just wanted to make sure that's coming somewhere. Yes, it is drawing from that. So if it sounds like, if as long as everyone is comfortable with that, we'll go ahead and make those modifications to drop those each to 6, and then move the 10,000 from travel and pretty him down to a contingency for city commission.

479

01:13:13.270 --> 01:13:16.719

Cooper City Hall: Absolutely appreciate your all, all your feed on that.

480

01:13:22.240 --> 01:13:26.460

Cooper City Hall: If it's okay with the Mayor and commission, we'll go ahead and move on to administration.

481

01:13:31.470 --> 01:13:38.850

Cooper City Hall: And if you'd like, we'll maybe move to the page 49 for the detail

482

01:13:39.310 --> 01:13:40.610

Cooper City Hall: on the equipment

483

01:13:40.760 --> 01:13:44.069

Cooper City Hall: for us like, do we?

484

01:13:46.200 --> 01:13:54.619

Cooper City Hall: I'm in first of all 2 monitors for auditorium. I know. I know we're going to be here all night, I guess if I keep this up. But

485

01:13:55.150 --> 01:13:59.719

Cooper City Hall: what is that? 2 monitors for the Auditorium office? What are we talking about?

486

01:14:00.750 --> 01:14:02.719

Cooper City Hall: And and then why are we like.

487

01:14:04.770 --> 01:14:09.060

Cooper City Hall: what's the do you need the laptop? Yeah, it so

488

01:14:09.370 --> 01:14:10.829

Cooper City Hall: red roll and slow.

489

01:14:12.130 --> 01:14:12.900

Cooper City Hall: Okay?

490

01:14:13.970 --> 01:14:30.749

Cooper City Hall: Because, like Marcia came up, it's like, Oh, do you need a new laptop like no, and you laptop, but I just want to make sure we just not buying them for the heck. They are like it should be a mine is budgeted high, and I don't think it's going to be 1,600. So we can cut that if you guys aren't.

491

01:14:31.310 --> 01:14:38.509

Cooper City Hall: and to check. Why does Marsha need a a. A tablet one when she has a very large computer sitting on her desk?

492

01:14:42.810 --> 01:14:51.799

Cooper City Hall: The only thing I can think of is, tablets are remote in essence, and she does go to different events. She may need it. I have no clue. I didn't talk her about

493

01:14:51.840 --> 01:15:05.750

Cooper City Hall: well, I just didn't know And then, yeah, if you would allow me one, I'll follow up on the $600 for the 2 monitors and the to make it more tab with it. It's a reoccurring theme in a lot of departments, so I don't know if we have a policy.

494

01:15:06.180 --> 01:15:07.630

Cooper City Hall: or

495

01:15:07.700 --> 01:15:16.779

Cooper City Hall: you know. I'm sure there should be a schedule when you replace things, and then there should be an exception, because this one crashed, and whatever but it seems a little aggressive

496

01:15:17.050 --> 01:15:21.650

Cooper City Hall: both in the pricing and in the end the updating, because,

497

01:15:22.040 --> 01:15:26.139

Cooper City Hall: a 3 year old computer is not terribly that old

498

01:15:27.000 --> 01:15:29.630

Cooper City Hall: yeah. And and I'll say, you know I

499

01:15:29.840 --> 01:15:43.249

Cooper City Hall: you know, just big picture where we're driving to keep in mind that, you know. We'll we'll have those overall pieces, and I don't disagree with you. I you know we have a a replacement schedule on

500

01:15:43.290 --> 01:15:51.989

Cooper City Hall: for it in general for computers. But, candidly, I I'll be glad to go back and check on the a couple of these specific items.

501

01:15:52.400 --> 01:16:03.329

Cooper City Hall: also, while we're checking. So we have All the departments have Amazon prime and the the portions. So

502

01:16:04.260 --> 01:16:08.740

Cooper City Hall: why is that? Because to me that's illogical. I mean.

503

01:16:08.780 --> 01:16:17.259

Cooper City Hall: we have Amazon prime at my house. I I not going to lie? I don't recall what it is off the top of my head, but when I added everything up it, we were

504

01:16:17.350 --> 01:16:19.419

Cooper City Hall: way off the charts, and

505

01:16:20.180 --> 01:16:21.450

Cooper City Hall: why do we need

506

01:16:21.790 --> 01:16:25.280

Cooper City Hall: should be one, and everybody should be able to get from one.

507

01:16:25.420 --> 01:16:32.850

Cooper City Hall: So I was curious about that. I had the same flag, and it seems like maybe they're caught sharing.

508

01:16:33.290 --> 01:17:08.189

Cooper City Hall: Or maybe they're what cost sharing. Yes, they are. But let's just, you know. Let's say it's like $700. Maybe it's a an enterprise account or something. but it is weird to not just put it in his his budget, or of all the cost sharing items, wise Amazon probably on it across each department, right? Right? It's different amounts and the amounts. So if it's going to be one bill, then it should be just divided into the same question. Unless you're saying that, you know, we only use this much of Amazon prime compared to. I'm just going to use parks, and we're at, because I looked at Stacey first, compared to parts and wreck which might use 80%. And that's how your

509

01:17:08.190 --> 01:17:23.309

Cooper City Hall: you're dividing it. But to me I was like, this is just totally logical. So that was something that I I also had a question about the $5,000 for the Broward League of Cities, Gala and the Florida League of Cities, 5,000 as well.

510

01:17:25.980 --> 01:17:29.010

Cooper City Hall: and maybe Mayor Ross can.

511

01:17:30.500 --> 01:17:38.510

Cooper City Hall: It's simple enough. The Prior League of cities. Gala. We do like every almost every city goes, and that is

512

01:17:38.570 --> 01:17:41.160

Cooper City Hall: have a sponsorship

513

01:17:41.540 --> 01:17:49.770

Cooper City Hall: for that. That is the one events throughout the entire year that they raise money we do the lobbying.

514

01:17:50.200 --> 01:18:02.190

Cooper City Hall: and in regards to that I was looking and the National League of Cities I've never asked for, nor at this point do I think we should be

515

01:18:02.380 --> 01:18:11.460

Cooper City Hall: I shouldn't say should be, but we should be, but I don't think it's pertinent that we have the 3,500 for the National League and Cities.

516

01:18:11.760 --> 01:18:16.940

Cooper City Hall: and candidly, the David Cooper City Trustee membership can be reduced in half.

517

01:18:19.030 --> 01:18:21.200

Cooper City Hall: That's for the Chamber. Correct. Correct.

518

01:18:21.490 --> 01:18:37.229

Cooper City Hall: that should at least be okay. What is the national legacies for that, Nash? That's the Federal. No, I know what. What's the 3,500 bucks for it. It's good. And then what about that? As you saying, we don't have to go. Now, what about the Florida League? You know

519

01:18:37.300 --> 01:18:45.430

Cooper City Hall: Florida League. He's the President. Yeah, I I I understand that. But still, what's the $5,000 for? I don't have to pay because your President

520

01:18:45.430 --> 01:19:11.219

Cooper City Hall: membership for this city to be going to say, to be against the membership? Yeah, not as much as priority. But that's pretty standard question, and even another, either. Even in other States. You know, I've never been a part of the National League of Cities, but definitely on the State level. Yes, it does allow us going through the at Mit.

521

01:19:11.310 --> 01:19:25.179

Cooper City Hall: So that's a one for the medical reduced. Oh, who does the property? Take the good with the math. Yes, property. Is that how much you just said. We don't want them. We don't.

522

01:19:25.430 --> 01:19:37.349

Cooper City Hall: No, no, that's the Florida League. We're not the National League, so we don't. We don't. We don't. We don't. We don't. We don't. We don't do it a great job. If you take a look nationwide

523

01:19:37.540 --> 01:19:46.550

Cooper City Hall: on property in terms, we're just the ones who get what? What? Your organization will be, the one with lobby, the State for cheaper property tax. Will that be? The floor leaks? Yes.

524

01:19:47.550 --> 01:20:03.239

Cooper City Hall: you have to do a good job this year. Well, and and the problem and I have to be honest with you. The problem is, I'm gonna I'm going to regard that. But no, I'm giving you. I was saying you for your. The true problem is with Michael

525

01:20:03.340 --> 01:20:19.559

Cooper City Hall: and and Hurricane Michael. killed by it was hurricane, Michael and and they, of course, are reevaluating. And what, even when we went for the over insurance and and the Lloyds of Wonderful.

526

01:20:19.560 --> 01:20:34.369

Cooper City Hall: you cannot believe the increase, and and this is across the board, and if you take a look state by state, I don't get it. It's the number one thing getting our residents in our constituency right now, and that's what they care, and Sydney is now requiring anything about it.

527

01:20:34.370 --> 01:20:47.699

Cooper City Hall: They think they're Lloyds of London now, and now they're telling you. Oh, you! You need a flood insurance when you're not in the flood zone. Otherwise you won't even get how we can city. They're right. I keep a prize different.

528

01:20:47.850 --> 01:20:59.789

Cooper City Hall: And I had my. My last question was, and I guess this is to you, Mayor. Why do we have a laptop and a tablet. Do you need both? Do you have both? But you're on here.

529

01:20:59.930 --> 01:21:02.699

Cooper City Hall: your laptop upgrade and a tablet.

530

01:21:03.020 --> 01:21:15.840

Cooper City Hall: No, no, no, I'm I'm I'm choosing one or the other. I just haven't made a decision yet, that's all. Oh, so it's just one of the I don't know. Okay, so one of those will be gone. So why don't you just change the the line item to

531

01:21:16.080 --> 01:21:31.140

Cooper City Hall: May, our electronic to laptop tablet? It should have our names on it. It's just a computer for the Commission. It's just silly. And and going back to the the monitors, my guess is that room I'm not going to disagree with you. Why is Marcia's desktop more than our auditorium desktop.

532

01:21:31.160 --> 01:21:45.059

Cooper City Hall: or whatever it is, one's 1,201, 1,600. And and and you're just going to get the heat because you can face big bucks. I don't know you weren't here. I'm sure. A directive went out to the departments to come up with what you might need. That's probably why I got a random. Oh, do you want a new computer?

533

01:21:45.210 --> 01:21:52.359

Cooper City Hall: And you might have said murderer. And then that turned into some random prices onto a budget. I'm sure it's what happened.

534

01:21:52.460 --> 01:22:13.399

Cooper City Hall: But and then their defense? They ask me a million times, what do I want? I don't know, so they probably put in there. Well, I was happy with what I have some you should only have. I want it. I I don't disagree like me do I have to? So that's also something. One of those items. I guess we'll go with the most expensive one

535

01:22:13.830 --> 01:22:24.190

Cooper City Hall: that way we cover ourselves. But then the other one can be taken out our solution as well, and take all of them and just put it in equipment without individual. Yes, we can definitely do that.

536

01:22:25.570 --> 01:22:37.169

Cooper City Hall: Okay, yeah. Then you can make the decisions. Yeah, we eliminated half of the Davy Cooper City trustee membership. So that's 2,500. We did one. Yeah, no, that's why

537

01:22:37.350 --> 01:22:38.309

Cooper City Hall: Mr. Vegas.

538

01:22:39.030 --> 01:22:58.739

Cooper City Hall: And then Lauren tablet. What is Davey And we we're putting in for a laptop upgrade or tablet for the mayor, but we're taking out the $800 for the tablet, because it'll be either one when you decide.

539

01:22:59.270 --> 01:23:08.639

Cooper City Hall: I'm sorry, and the National League as well. Our our business designs are much more

540

01:23:08.650 --> 01:23:10.190

Cooper City Hall: than our team does.

541

01:23:11.020 --> 01:23:16.399

Cooper City Hall: Okay, the business expert does more than the Chamber does.

542

01:23:16.930 --> 01:23:17.989

Cooper City Hall: A lot of work.

543

01:23:18.320 --> 01:23:26.580

Cooper City Hall: You said it. I just I stop. I I say, what I say here, I say to them all right, homo punches.

544

01:23:27.100 --> 01:23:31.779

Cooper City Hall: I don't say anything behind someone's back. They don't see to the face. They need a lot of work.

545

01:23:33.370 --> 01:23:34.350

Cooper City Hall: That's something.

546

01:23:35.190 --> 01:23:41.310

Cooper City Hall: or we need to rely more on our business.

547

01:23:43.410 --> 01:23:47.479

Cooper City Hall: So I'll move on to administration. You're welcome there. Thank you. Commission as well.

548

01:23:48.520 --> 01:23:53.959

Cooper City Hall: Page 49 is the detail. You're okay. We'll move to that.

549

01:23:58.770 --> 01:23:59.689

Cooper City Hall: That's okay.

550

01:24:02.690 --> 01:24:08.549

Cooper City Hall: We're going to get rid of the That's not on this page. It'll be on the next one that the

551

01:24:10.170 --> 01:24:23.860

Cooper City Hall: yeah take it across. Yeah, we're gonna put that in the attorney with Mr. Horowitz.

552

01:24:24.940 --> 01:24:31.879

Cooper City Hall: That's right. you know, I'll be glad to answer any particular questions or or

553

01:24:31.970 --> 01:24:36.670

Cooper City Hall: issues you may see in administration. I think it's fairly straightforward.

554

01:24:36.970 --> 01:24:44.100

Cooper City Hall: Oh, hold on, I absolutely. I want to go first.

555

01:24:44.260 --> 01:24:49.419

Cooper City Hall: 2 things. So one, it is sort of an overall

556

01:24:49.870 --> 01:24:51.890

Cooper City Hall: opinion I have is

557

01:24:52.130 --> 01:25:11.149

Cooper City Hall: paying for printing and postage on things, you know. I think we may want to look at reducing that. And I have. I've discussed some ways that I, with the manager on how I think we could. We can incentivize that. I'm looking at the Quarterly and Quarterly Newsletter. We're paying almost 60 grand a year to send it out. But well, that's just postage, not printed.

558

01:25:11.370 --> 01:25:13.810

Cooper City Hall: I'm not discounting

559

01:25:13.850 --> 01:25:18.109

Cooper City Hall: what it is, but I'm wondering if if residents are.

560

01:25:19.530 --> 01:25:20.930

Cooper City Hall: we would miss it.

561

01:25:21.360 --> 01:25:25.250

Cooper City Hall: you know that's a lot of money that could fund a position.

562

01:25:25.510 --> 01:25:37.880

Cooper City Hall: you know. I just wanted to bring that up for discussion here.

563

01:25:38.110 --> 01:25:54.010

Cooper City Hall: when I want to say it's Francesca that sends out the electronic weekly, do we have? And and she was here. But she's gone. But maybe you could tell us, Mr. City Manager, do we have that email? There's programs that you can tell us if it was opened up.

564

01:25:54.490 --> 01:26:19.440

Cooper City Hall: or whether or not it went directly to a a trash file. So when that email is sent out can do we have have? Do we have any numbers that show we have that Ryan shaking. We said, yes, I guess you've changed bodies with him. do we have any emails that show how many people we send it out to say, 10,000 people, just easy numbers. And we have an email that shows a percentage of the 10,000 that actually

565

01:26:19.440 --> 01:26:29.189

Cooper City Hall: open it up and read it? If so, and it's a large percentage of the people we send it out to. I would like to put everything that we can electronically, and just keep a few.

566

01:26:29.580 --> 01:26:37.520

Cooper City Hall: you know, here, pool and tennis center, and community center for people that if they want to grab them, just leave them there

567

01:26:37.700 --> 01:26:42.489

Cooper City Hall: it that way. We'll save an enormous amount of money or everything that we can.

568

01:26:42.540 --> 01:26:54.280

Cooper City Hall: Commissioner. What is he saying is, if the electronic methods are effective, we can switch. and that that really segways into, have we been using the electronic

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01:26:54.350 --> 01:27:15.779

Cooper City Hall: board that for our counties put out for the notices? Because that's what we fought for. That's what the legislature change, and that is going to save us thousands and thousands of dollars. And

I just want to make sure it's up and running. We need to use it right? But that then the newsletters and the notices are different. Right? But that's a good. Okay?

570

01:27:16.140 --> 01:27:23.659

Cooper City Hall: So I totally agree with that. Yeah. So I and I like your idea, Commissioner, because there are a few people who aren't going to want email or don't have computer.

571

01:27:23.910 --> 01:27:35.079

Cooper City Hall: I, most people have a smartphone, but not everybody. So if we can, if if we can print them and put them in the water billing office, the Community center, City Hall, etc.

572

01:27:35.330 --> 01:27:44.859

Cooper City Hall: but refrain from printing the mass quantity and refrain from 60,000 in. It's not exactly 60, but it's close.

573

01:27:45.260 --> 01:27:47.210

Cooper City Hall: I think we're 15,000.

574

01:27:47.450 --> 01:28:06.390

Cooper City Hall: That's a quarterly right, or is that, am I reading? That's that's that's that's just your own. Okay, I times it by 4. No, that's all right, quarterly. I should have said just Newsletter Post to just make sure that. Yeah, you prove me. I I'll take the blame. But so 15,000 is still a good amount of money not to fund a position, but

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01:28:06.750 --> 01:28:10.869

Cooper City Hall: like, I thought previously. But then we know the water bills, too.

576

01:28:11.830 --> 01:28:14.660

Cooper City Hall: and we can talk about that later.

577

01:28:16.010 --> 01:28:18.939

Cooper City Hall: Also, the graphic design software. We and this is.

578

01:28:19.080 --> 01:28:24.519

Cooper City Hall: I'm not going to micromanage. But it's a thousand dollars can but could do possibly do the trick for like.

579

01:28:24.670 --> 01:28:29.960

Cooper City Hall: okay, can, but is like a hundred dollars. that's why I use it.

580

01:28:30.210 --> 01:28:31.420

Cooper City Hall: It's great. So

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01:28:31.900 --> 01:28:39.720

Cooper City Hall: again, if you said, we're always looking at them that is appropriate. And can I ask in reference to?

582

01:28:39.880 --> 01:28:58.490

Cooper City Hall: And again, this is me, just with the dividing the public relations. So is that because again, $10,000, $100,000 bill and admin is using it, this percentage of the public relations compared to because everybody has a public relations line, and the the amounts are different. So

583

01:28:59.580 --> 01:29:00.789

Cooper City Hall: it is.

584

01:29:01.250 --> 01:29:07.660

Cooper City Hall: that chunk, I think, and is tied directly to that third party group

585

01:29:08.110 --> 01:29:10.309

Cooper City Hall: you talking about the 50,000 someone

586

01:29:10.400 --> 01:29:29.679

Cooper City Hall: I think I think I understand when I, Mr. Mosey, what you're asking, it's so under. Let's just say parks and racket for public works. It's this public relations. And it's like recognition awards. I think they're just using it as a different category budget. Okay? But not like Francesca department.

587

01:29:29.850 --> 01:29:36.250

Cooper City Hall: No, I didn't see that on, and then I will. Then the annual events hold on.

588

01:29:36.810 --> 01:29:39.839

Cooper City Hall: It's just the Coops City Academy. Okay, then ignore me.

589

01:29:42.680 --> 01:29:49.139

Cooper City Hall: I got one. Okay. this, this is, this goes across all the departments. Really

590

01:29:49.480 --> 01:29:59.109

Cooper City Hall: the like special pay cell phone. My first question would be, Michael, do you know what the city phones cost us?

591

01:30:01.500 --> 01:30:10.010

Cooper City Hall: Well, I know. But you know. What do you know what our I'm sorry I me to step away. I mean, I was, well.

592

01:30:10.610 --> 01:30:16.190

Cooper City Hall: you have a increase in administration for cell phone stipend. Okay.

593

01:30:16.780 --> 01:30:32.259

Cooper City Hall: it goes from 8 40 to 1,800. So my question was my, my thought process is one. What is the city phone costing is? I thought it. Those were like significantly cheaper than the stipends.

594

01:30:32.940 --> 01:30:59.310

Cooper City Hall: I read it as that. They were just giving them a phone, and it was costing us $800. But it is it they're actually getting paid $800 to stipend, I believe, but it would have changed because we're we're running 2 methods right now. And that's the problem. So like, the manager has a phone from the city, right? So what is the city phone cost as opposed to a stiping? But some of the partners are adding stipends

595

01:30:59.390 --> 01:31:05.460

Cooper City Hall: or budgeting in our City Commission department, we budget 2,400. So where would that even be going? That?

596

01:31:05.590 --> 01:31:11.500

Cooper City Hall: Well, you know, 2 people receive stipends and 3 people receive phones.

597

01:31:11.870 --> 01:31:20.119

Cooper City Hall: Oh, they'll give a commission or a statement, and not I don't have an option. What? What's this type of house? 9,100,

598

01:31:20.740 --> 01:31:23.390

Cooper City Hall: you should be one to one. Yeah.

599

01:31:24.090 --> 01:31:24.810

yes.

600

01:31:25.020 --> 01:31:26.100

Cooper City Hall: So

601

01:31:28.290 --> 01:31:32.409

Cooper City Hall: that formula matters, because I think that the phones might be cheaper.

602

01:31:32.830 --> 01:31:36.029

Cooper City Hall: Then the stipends 500%.

603

01:31:36.040 --> 01:31:44.869

Cooper City Hall: And if that's the case on a lot of these departments, whether asking for well, let me ask you this question, that we know why the phone's going up in your department.

604

01:31:47.470 --> 01:31:59.439

Cooper City Hall: I do not quite candily at the mode. You guys should. Somebody's gonna get a something that I'm assuming. That means that he there should be, we should have a criteria for, or what qualifies for a stipend.

605

01:31:59.700 --> 01:32:03.039

Cooper City Hall: or if it and I really don't even think it should be St. Then

606

01:32:03.220 --> 01:32:16.420

Cooper City Hall: I think it should be a a city phone, because the problem is, you tell me that employee, this employee their job now qualifies, for if we're going to start giving them a stipe, another check. But the problem is no one. We have no policy on what records are supposed to be retained.

607

01:32:17.550 --> 01:32:24.849

Cooper City Hall: and if it's cheaper to give them a city phone. And we have those records. Why aren't we doing that? Or have we looked at, you know? we now use

608

01:32:25.010 --> 01:32:26.560

Cooper City Hall: ringcentral

609

01:32:26.870 --> 01:32:40.200

Cooper City Hall: for our desk phones right? There's an app that could be added to the, you know, so employees could call from the app. and in from a records, retention standpoint, where we have the call logs in our system.

610

01:32:41.250 --> 01:32:44.139

Cooper City Hall: If the employees off, they don't have to be signed into the app

611

01:32:44.670 --> 01:32:49.790

Cooper City Hall: versus the whole, the whole records retention issue with people using their personal phones.

612

01:32:50.170 --> 01:32:53.470

Cooper City Hall: and it appears to be more money or more in a

613

01:32:55.110 --> 01:33:01.099

Cooper City Hall: what we see that most people again. well, I don't know. We're just in this department.

614

01:33:01.450 --> 01:33:03.049

Cooper City Hall: Yeah, everyone has it.

615

01:33:03.090 --> 01:33:25.270

Cooper City Hall: Yeah. And I don't. I'd given out phones or something. I'm just be mindful of the record side of the discussion whether it's stipend or a city issued phone. Really the end of the day. If the device be a personal or a public device being used for public business. It's still talking about you're required. But my issue is we don't. We don't have the training. So if I go and ask.

616

01:33:25.290 --> 01:33:40.590

Cooper City Hall: it's legally, it's no. We need to keep running. That is right correct, and we don't on a lot of that especially. That's a different issue. What was the last time? Someone who is in our employment last? And we said, Oh, by the way, turn over your your records because you especially because you've received this title.

617

01:33:41.290 --> 01:33:44.400

Cooper City Hall: You know. I don't think this happened yet.

618

01:33:48.370 --> 01:34:02.040

Cooper City Hall: so we'd we'd be glad to. I'm made an out here, and in my, we'll begin to on you to part with. Let's just bring it back to 840, since we don't know why we're not. But candidly, it should be 8 40, I think. The Commissioner

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01:34:03.320 --> 01:34:05.189

Cooper City Hall: she had something to get. And

620

01:34:05.690 --> 01:34:12.620

Cooper City Hall: that was one question, yeah, but they didn't know. But is she? Is she using a city phone, or she is getting a slave into users? So

621

01:34:12.640 --> 01:34:14.540

Cooper City Hall: these are both. Thank you.

622

01:34:16.570 --> 01:34:19.440

Cooper City Hall: There's 2 of them who?

623

01:34:19.820 --> 01:34:30.660

Cooper City Hall: Yeah, so that should be 8, 40, because I don't get a stip. And I have. I have this phone, Michael. So that might have been a mess on our end. Yeah. So we're we're yeah.

624

01:34:30.740 --> 01:34:41.610

Cooper City Hall: Well, there we go. We just saved $840. We're on our way. We also, you know, if somebody is is getting a slip in for their phone. We have to ask ourselves if they need to be publishing their their phone

625

01:34:42.380 --> 01:34:44.229

Cooper City Hall: on the website, like, if they are.

626

01:34:45.220 --> 01:34:52.950

Cooper City Hall: that's why I think it. We call it the uniform. It is it a public phone number that? Oh, yeah. Well, it is. If they have a if it documents for questions.

627

01:34:53.300 --> 01:34:59.850

Cooper City Hall: No, no, but I would like not not legally, but policy wise. If we're funding it.

628

01:34:59.890 --> 01:35:04.940

Cooper City Hall: we're giving them money to use a cell phone. Presumably they're using it for work

629

01:35:04.980 --> 01:35:08.700

Cooper City Hall: and personal. I that's totally fine. I get it. But

630

01:35:09.080 --> 01:35:20.550

Cooper City Hall: is it public? Is it a public number at that point. Yeah. And I, I will say, be glad to. I think you know, just to maybe encompass. That is clearly, you know, that's a that's a topic that

631

01:35:20.750 --> 01:35:32.670

Cooper City Hall: just the cell phone policy and and kind of our, is there a uniform policy? That's something we can definitely review? I don't think this policy. Yeah, I just, I just mean as far as where we can drive to so

632

01:35:34.610 --> 01:35:45.200

Cooper City Hall: other questions or areas of concern, an admin professional services.

633

01:35:47.450 --> 01:35:49.710

Cooper City Hall: Is that the

634

01:35:50.030 --> 01:35:51.499

Cooper City Hall: the the miscellaneous

635

01:35:51.890 --> 01:35:53.739

Cooper City Hall: brand and communications firm?

636

01:35:53.920 --> 01:35:55.309

Cooper City Hall: I don't know. What was it?

637

01:35:55.510 --> 01:36:03.930

Cooper City Hall: That's the Pr frame. Yeah, we get rid of that. But we have an Rp for another one. Yes, correct.

638

01:36:05.210 --> 01:36:07.440

Cooper City Hall: Who who is the Rp. With?

639

01:36:07.870 --> 01:36:16.030

Cooper City Hall: That's the that's the name of a company? No, no, they are. So that used to be quest communication. Yeah, whose brand and communications

640

01:36:16.570 --> 01:36:26.080

Cooper City Hall: it's a brand. That's a that. Yeah, that's the style we're going to do, brand and communication firm to be determined. Got you like law firm?

641

01:36:34.080 --> 01:36:34.980

Oh, one.

642

01:36:36.750 --> 01:36:44.370

Cooper City Hall: we need the Do we need the Miami Herald subscription? If we're allowed to do everything by the county.

643

01:36:46.050 --> 01:36:47.680

Cooper City Hall: We're not quite.

644

01:36:48.890 --> 01:36:52.420

Cooper City Hall: We shouldn't be getting the Herald of the sunset, although we're I mean.

645

01:36:52.550 --> 01:36:54.569

Cooper City Hall: I think I think both right.

646

01:36:55.060 --> 01:37:14.070

Cooper City Hall: I'm just saying it makes no sense to get a paper in another account. What I mean. I've got a visual access to some central. I've got a bunch, but you can also do exactly. The digital access is a lot less than $192. So why don't I have $192.

647

01:37:14.200 --> 01:37:16.659

Cooper City Hall: Miami Herald subscription.

648

01:37:16.780 --> 01:37:26.460

Cooper City Hall: If we have the county, and we can potentially get digital access for a lot less. Probably not. But they don't. If they don't use it. They're not going to spend that one. But why have it in there? We don't need it.

649

01:37:26.520 --> 01:37:35.620

Cooper City Hall: You just take it out alright. I'll check, and I'll just up. We'll double check on that on how we get that if we if we have access to that, if it's digital or not. And

650

01:37:35.640 --> 01:37:40.590

Cooper City Hall: so then just circle back on that item. 2 of your items here.

651

01:37:40.960 --> 01:37:47.759

Cooper City Hall: Okay, you have ever bridge. And also

652

01:37:48.170 --> 01:37:49.820

Cooper City Hall: what was the other one you saw.

653

01:37:50.830 --> 01:37:54.660

Cooper City Hall: okay, and compliance howling.

654

01:37:54.720 --> 01:38:01.810

Cooper City Hall: So this bring it to one thing that we didn't do. And I think it's because of the way we adopted the internal auditor

655

01:38:01.900 --> 01:38:05.580

Cooper City Hall: is that's not broken out of finance, and I think it needs to be broken out of finance.

656

01:38:05.770 --> 01:38:13.200

Cooper City Hall: so that needs to be its own fund. My opinion. Oh, so first time I'm in turn on it.

657

01:38:13.280 --> 01:38:22.629

Cooper City Hall: and that might not be the right word. But you have, like code. enforcement has its own little category. I think there should be one for internal audit, and you should move the expenses for that

658

01:38:23.110 --> 01:38:28.810

Cooper City Hall: from finance over to it, and and I believe that compliance outline would be one, too. Right?

659

01:38:29.190 --> 01:38:35.509

Cooper City Hall: Where do you want to move it to? Its own category? Called it? Candidly, it should be under the Commission.

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01:38:35.760 --> 01:38:44.129

Cooper City Hall: because the internal auditor answers to the Commission one on a little diagram just like the lawyer is, but it would be its own category.

661

01:38:44.260 --> 01:38:47.690

Cooper City Hall: so we could see what it you be in our budget. It should be in

662

01:38:47.860 --> 01:38:55.800

Cooper City Hall: yeah, the Commission Department. No, it should be in its own department compliance. But then there's

663

01:38:55.810 --> 01:39:02.960

Cooper City Hall: oh, I see what you're saying, because, like legal, has its own like code code enforcement under Djiovanni. But it it has its own

664

01:39:03.090 --> 01:39:09.889

Cooper City Hall: like. If we should be able to see what we're spending on. That's not like a finance cost.

665

01:39:09.900 --> 01:39:18.600

Cooper City Hall: Don't get me wrong, but I think that should be because they answer the internal order and answer, you could put it there. That's found me, I don't think, but I think that

666

01:39:18.920 --> 01:39:40.929

Cooper City Hall: both the the the respective fees that are currently in finance. And and we can easily accommodate that if we moved. Yeah, I think that's easy enough. We've got basically 2 line items. One is for the cost for the auditor itself. And then one is for the the same thing with emergency management and the on the real-time Crime Center, which we'll get to later. But I think that should be its own department.

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01:39:41.710 --> 01:39:43.789

Cooper City Hall: because we have this reoccurring cost

668

01:39:44.040 --> 01:39:53.400

Cooper City Hall: on the real-time Crime Center and on the emergency management, so like your ever bridge notification my opinion that should be under that, because that's emergency management.

669

01:39:54.830 --> 01:40:05.940

Cooper City Hall: If you look on the management and it's not a big deal there. But it's a bigger deal on like the police department. We do have the Poc function. And then we have a function of that funding

670

01:40:06.140 --> 01:40:08.470

Cooper City Hall: that on emergency management. That

671

01:40:08.520 --> 01:40:11.390

Cooper City Hall: building department or community development is handling right.

672

01:40:11.460 --> 01:40:15.219

Cooper City Hall: and those calls should be put into my opinion.

673

01:40:15.440 --> 01:40:23.359

Cooper City Hall: The department of you know, we're not making new departments, but from a cost standpoint. That's you know. We could see what the emergency management

674

01:40:23.390 --> 01:40:26.180

Cooper City Hall: or real time prime center calls are.

675

01:40:27.760 --> 01:40:34.829

Cooper City Hall: However, we can see the cost of the Crime Center is how I want it done. and I don't. I leave that up to them.

676

01:40:35.300 --> 01:40:36.739

Cooper City Hall: But that should be

677

01:40:37.660 --> 01:40:43.839

Cooper City Hall: as visible as anything. So, and the emergency management is not too much. That's why I want to put together with real Time Crime Center.

678

01:40:44.030 --> 01:40:47.019

Cooper City Hall: because we really only have probably ever bridge.

679

01:40:47.060 --> 01:40:49.339

Cooper City Hall: And the Internet.

680

01:40:49.630 --> 01:40:51.130

Cooper City Hall: No, if I read, they get rid of

681

01:40:51.520 --> 01:40:58.229

Cooper City Hall: ever bridge. And some, he's gonna have some. We're gonna have some Internet

682

01:41:00.640 --> 01:41:09.149

Cooper City Hall: Internet recurring calls in the in some stuff with Jason. And So what department would we call that what you guys want to call it?

683

01:41:12.420 --> 01:41:14.920

Cooper City Hall: It runs out of

684

01:41:15.520 --> 01:41:31.469

Cooper City Hall: no, no! What the name do you want to call it? What you're saying? Because because code has its own, even though it's d, so is so, yeah, it's not Just a matter of, I think, Commissioner, we can look. Yeah. I was to say, we can look at an emergency management slash real time apartment something.

685

01:41:32.510 --> 01:41:40.039

Cooper City Hall: Yeah. I I let us give some thought on that. And we can. We can look to to try and and and collect those pieces.

686

01:41:40.230 --> 01:41:48.139

Cooper City Hall: And and mind you, I'm not looking for creation of the departments. I'm just looking for the way well for your purposes, departments, but not

687

01:41:48.350 --> 01:41:57.560

Cooper City Hall: but budget terribly, which has. But it's it's it's it's it's it's it's all in there. Sure.

688

01:41:58.750 --> 01:41:59.410

Okay.

689

01:42:04.680 --> 01:42:09.479

Cooper City Hall: well, that would make sense. Maybe I didn't get to that. But

690

01:42:10.690 --> 01:42:28.840

Cooper City Hall: I hear what you say, yeah, it's that about it. Some of that. Yeah. Emergency management. Yeah, we can look just to give us a little bit of time. It will work on that, and I think that should be easy enough achievable. But just give us a little bit of time, and we'll put our heads together on that. Okay, maybe that could come up because I did see that hurricane thing and direct department, which is odd.

691

01:42:29.020 --> 01:42:32.350

Cooper City Hall: right, isn't it like a hurricane line for the wreck department?

692

01:42:34.490 --> 01:42:37.440

Cooper City Hall: maybe it's public works. Okay.

693

01:42:37.520 --> 01:42:56.499

Cooper City Hall: it was like a one offline on him for okay, yeah, maybe that would go a little, too. Yeah, I had the the constant contact, the E blast campaigns now with Twitter and everything else we have. Do we need that you're not going to put it in the click rate thing. So

694

01:42:56.530 --> 01:42:58.160

Cooper City Hall: something we should have.

695

01:43:02.590 --> 01:43:06.640

Cooper City Hall: Yes, if it's okay, we'll go ahead and move to the City Clerk department.

696

01:43:07.870 --> 01:43:08.740

Cooper City Hall: Yeah.

697

01:43:09.270 --> 01:43:18.410

Cooper City Hall: Glad to address any questions. There we have, madam Clerk behind us as well, keeping our watchful eye. I just have 1 one question

698

01:43:18.550 --> 01:43:23.760

Cooper City Hall: we had asked for or I asked. And then the Commission agreed for a Speaker recognition

699

01:43:24.180 --> 01:43:46.440

Cooper City Hall: technology. And I didn't see that maybe it's hidden in one of the it is not. But quite candidly, Commissioner, we're we're gonna try and work to get that in before the end of this fiscal year to our funds. So it is, it is on an item we're tracking. And it was frankly, I mean, it's a small dollar item. So it's something that we're we're working to right. Thank you.

700

01:43:51.850 --> 01:43:55.359

Cooper City Hall: Unless there any other questions on the city clerk side.

701

01:43:55.690 --> 01:44:05.040

Cooper City Hall: we'll go ahead and move to finance. He could come back to the yeah. And so did I go ahead

702

01:44:05.320 --> 01:44:11.220

Cooper City Hall: with the live streaming and captioning is Zoom included in that, or that's just

703

01:44:12.230 --> 01:44:14.390

Cooper City Hall: our regular meetings.

704

01:44:14.820 --> 01:44:16.130

I'm sorry

705

01:44:18.490 --> 01:44:28.889

Cooper City Hall: I you really on the live stream and closed captioning is Zoom included in that price.

706

01:44:29.100 --> 01:44:35.040

Cooper City Hall: Okay? Because I didn't see that in here. And I know we zoom on the meeting. So that was why I was in. That was why I was confused.

707

01:44:35.060 --> 01:44:38.330

Cooper City Hall: and then the

708

01:44:39.460 --> 01:44:44.190

Cooper City Hall: the civic plus advertising. I thought that was going to go down.

709

01:44:44.280 --> 01:44:52.169

Cooper City Hall: Is that with, is that the lesser figure? Okay? So then, where is Zoom? Then on you? So I don't see it here, or am I having a moment?

710

01:44:56.210 --> 01:45:04.200

Cooper City Hall: Is that related to Zoom? So you know.

711

01:45:05.210 --> 01:45:17.390

Cooper City Hall: because it's really like city clerk for their their knowledge and for people to see. And what have you? So that was why. And then the laptop for the administrative assistant.

712

01:45:17.820 --> 01:45:21.400

Cooper City Hall: Again, why are we doing? If we have computers.

713

01:45:21.540 --> 01:45:25.549

Cooper City Hall: is there like a full laptop? I mean, I'm just trying to lower.

714

01:45:30.830 --> 01:45:40.100

Cooper City Hall: Okay. But is it needed? If we have computers at our desk.

715

01:45:40.490 --> 01:45:44.199

Cooper City Hall: And what do we do with them? Jed, your after?

716

01:45:46.590 --> 01:45:49.989

Cooper City Hall: Yeah, we haven't had an option since I've been here, though, and it's

717

01:45:50.430 --> 01:46:19.220

Cooper City Hall: what happens when you. Where is all this stuff stacked at? If there's no option? Or did they have one? And just not we didn't. because I thought, you know, I'm just no understand. We have talked some about a a surplus sale, and I do not believe to any of your points that one has occurred at any time recently. So then, where is everything in one of those sheds that we don't know do not open the closet next to the ladies. Restroom is the only advice I can give you commission.

718

01:46:19.290 --> 01:46:34.460

Cooper City Hall: Do you know everything is in it? That or that's just the computers. Okay? And what about everything else that we have that has been well, the gym equipment is outside, and that old she had looking thing by the pull and tennis center

719

01:46:34.940 --> 01:46:36.329

Cooper City Hall: that looks horrible.

720

01:46:36.840 --> 01:46:45.459

Cooper City Hall: The cars are sitting over there, the fleet any other stuff they could take

721

01:46:47.230 --> 01:46:52.189

Cooper City Hall: and get rid of that it's extremely difficult for me to know. Yes,

722

01:46:52.440 --> 01:47:03.820

Cooper City Hall: I think we can achieve that. And then again, not to not to be a nudge, but back to. And I I understand that the laptop was on a replenishment program, but

723

01:47:04.260 --> 01:47:07.149

Cooper City Hall: is a lot if if you sit at a desk

724

01:47:07.700 --> 01:47:17.159

Cooper City Hall: and you're doing your job, if you're from your desk, like, I understand that Francesca is moving all over, because that's just I could see where she would need something that's portable.

725

01:47:17.210 --> 01:47:19.650

Cooper City Hall: But if you do your job at a desk.

726

01:47:19.800 --> 01:47:41.270

Cooper City Hall: do you also need a laptop, and if you do, is there a way like you have cars? You can have full cars. Can I have full laptops, or do they need to be specific. So I'm saving again. It's only in the Grant scheme of things. So that's what I have for my job. I have a documentation. I can take my laptop out

727

01:47:41.480 --> 01:47:43.040

Cooper City Hall: when I'm in my office, I

728

01:47:43.520 --> 01:47:45.359

Cooper City Hall: putting a little plug in it.

729

01:47:45.650 --> 01:47:55.920

Cooper City Hall: Yeah, that there's definitely an advantage to that setup. I mean, I'll I'll say

730

01:47:56.230 --> 01:48:04.920

Cooper City Hall: You know the advantage to the laptop definitely is, is the portability, be it related to a hurricane here related to.

731

01:48:05.030 --> 01:48:30.519

Cooper City Hall: and I think that's part of a larger conversation. but I mean if we don't have, and I mean in the nicest possible way, if we don't have that conversation during the budget. When we're allocating money towards these items or towards items that we that are in the budget, even though we have other items, then when are we going to have? So I think we need to have this conversation now granted. Not now, because we don't want to be here until the wee hours of the morning. But

732

01:48:30.660 --> 01:48:46.699

Cooper City Hall: I think that when you're you're taking notes this is something that needs to be addressed. If if a laptop and docking stations are the way we want to be. Then why am I going to replace any kind of desktop that needs to not happen? Because I'm also on all those desktops

733

01:48:46.730 --> 01:48:55.809

Cooper City Hall: on and every computer we have. We're paying, not not just inventory, but we also pay for all of the licenses, right? Every single license. So

734

01:48:56.100 --> 01:49:15.309

Cooper City Hall: I I don't know if they run just because we're a business, or if it runs X amount of of times, you get to use it. So if I'm using it on a desktop and then I'm using it on a laptop. Well, I could potentially lower my licensing fees. So there's a lot that can come down. Not a lot. But again, every little bit helps. So if I can bring everything down a little bit.

735

01:49:15.550 --> 01:49:36.319

Cooper City Hall: and I'll share, you know, Commissioner to that point, you know. Big picture. I think again I mentioned a little earlier that that's one of the advantages, I think, where we'll we'll march to quickly partnering kind of a hybrid model with with Jonathan continuing to do the great work he's doing, but also bringing in some of that

736

01:49:36.390 --> 01:49:50.300

Cooper City Hall: backbone infrastructure piece to look at that that overall piece I mean, I I will share, like the North Carolina League of Cities. They used to have all desktops until they're building caught on fire, and every one of their computers burnt to the ground right

737

01:49:50.360 --> 01:49:55.760

Cooper City Hall: so. And guess what? Now they have a policy that every night. Your laptop goes home with you

738

01:49:56.220 --> 01:50:14.000

Cooper City Hall: right, and you dock during the day. But obviously that that was a huge shift for them. But it was a pretty easy shift when every computer burned to the ground. So I mean, I think you're definitely on the right track, and and I've noted it, and we'll work on it additional items. Yes, the hostage we're doubling.

739

01:50:14.580 --> 01:50:18.070

Cooper City Hall: going from 5 to 10,000. We're trying to.

740

01:50:18.170 --> 01:50:21.410

Cooper City Hall: So why the increase?

741

01:50:22.250 --> 01:50:26.540

Cooper City Hall: And then the supplies also, we've increased 150%.

742

01:50:27.330 --> 01:50:31.920

Cooper City Hall: The contracts, believe me, I understand the increase.

743

01:50:32.060 --> 01:50:38.850

Cooper City Hall: But because I I believe and and maybe I'm I'm wrong. The maintenance contracts we're talking to

744

01:50:39.020 --> 01:50:46.390

Cooper City Hall: is that under there's there's several different contracts there. Actually. it's it's

745

01:50:46.960 --> 01:50:53.989

Cooper City Hall: Tedra, would you like to touch on the maintenance contracts. Yeah, I think the details in their boss and

746

01:51:07.950 --> 01:51:13.519

Cooper City Hall: but we should be reimbursed. It would be

747

01:51:13.830 --> 01:51:22.499

Cooper City Hall: judgments, finds, etc., that we send out for Coke, and that straight sites to my M. Off they did last time. Oh, did I say that out loud? I'm sorry.

748

01:51:25.430 --> 01:51:31.140

Cooper City Hall: but the the passports. We we take that in on what we charge. So did our

749

01:51:31.950 --> 01:51:36.310

Cooper City Hall: did our passport revenue increase

750

01:51:36.970 --> 01:51:40.100

Cooper City Hall: to to me

751

01:51:41.250 --> 01:51:45.440

Cooper City Hall: the postage into account that we're increasing it

752

01:51:45.810 --> 01:51:53.119

Cooper City Hall: right? So we have. It's it's a wash, but it's just not. It's just not shown as a wash.

753

01:51:56.210 --> 01:52:02.860

Cooper City Hall: I think I think it was answered. If you, would there there increase a hundred 50%?

754

01:52:04.560 --> 01:52:05.380

Cooper City Hall: Okay.

755

01:52:06.000 --> 01:52:11.600

Cooper City Hall: I had one more question on page 54. The

756

01:52:12.860 --> 01:52:15.190

Cooper City Hall: I could just be reading it wrong it. It's like

757

01:52:15.650 --> 01:52:17.270

we have point 5,

758

01:52:17.390 --> 01:52:19.910

Cooper City Hall: and then under it is point 4.

759

01:52:20.110 --> 01:52:33.729

Cooper City Hall: Yes, that person went on a slight diet, Commissioner Cats, and has. You're correct. That is a that, a type of yeah, that is, that'd be a good point.

760

01:52:34.180 --> 01:52:37.590

Cooper City Hall: Okay? But they're just the numbers, though we're slimming down.

761

01:52:42.260 --> 01:52:46.920

Cooper City Hall: Yeah. But I had it from point 5 with the total of the total. And for

762

01:52:49.770 --> 01:52:59.810

Cooper City Hall: okay, that makes sense. Yeah. So it's a rounding piece. My related to the split the software. It's accurate but awkward.

763

01:53:02.540 --> 01:53:06.080

Cooper City Hall: right?

764

01:53:13.400 --> 01:53:14.969

Cooper City Hall: And the

765

01:53:20.830 --> 01:53:24.760

Cooper City Hall: okay. And then, but do you where you're going to get rid of that?

766

01:53:29.270 --> 01:53:32.130

Cooper City Hall: Okay. good

767

01:53:34.520 --> 01:53:35.600

Cooper City Hall: for more at all.

768

01:53:36.550 --> 01:53:47.419

Cooper City Hall: Thank you, Mayor, and just a couple of updates. Why, we're hitting here some good live time feedback. Both our Miami Herald and Sun Sentinel. We do have subscriptions. But there are both digital

769

01:53:47.800 --> 01:54:12.490

Cooper City Hall: and included in under that someone had asked about. If they're we're getting in a traditional paper, or the digital, which is much cheaper. So 196 is for those 2. It is, I want to confirm that. But just so, you know, you're definitely both digital. But how many people are entitled to use? Yeah, I think we have more. I think there's a limit. But I will. I I will say it's like 5 users is for us to view. What's that? No, for them?

770

01:54:12.760 --> 01:54:35.020

Cooper City Hall: I think it's yes for us to view, sir. That might be under your discretionary funds. We're putting stuff out or we're reading it. No, this is related to the the paper itself. Yeah, reading, incoming. Yeah. Us, reading the paper. So who reads the boost that that that was mine? Yeah, I know communications, does I? There may be other areas as well.

771

01:54:35.420 --> 01:54:37.479

Cooper City Hall: And also, then you need to adjust

772

01:54:37.580 --> 01:54:40.830

Cooper City Hall: the line items if I'm again.

773

01:54:41.040 --> 01:54:59.300

Cooper City Hall: But it just says Miami, Harold, it should say sun Sentinel, my Ending Herald. And it should also say, digital because it led me to believe that it and I know digital is so much less expensive, like a dollar for 6 months. No, no, that's

774

01:54:59.660 --> 01:55:04.779

Cooper City Hall: 190. I wonder how many people are?

775

01:55:04.820 --> 01:55:11.239

Cooper City Hall: Almost 12, something a month for digital. Yeah.

776

01:55:11.290 --> 01:55:16.860

Cooper City Hall: you can get the people delivered to us, you know, they that introductory thing, and then pulling the up. You.

777

01:55:18.330 --> 01:55:36.650

Cooper City Hall: It's all right. I share my password with a lot of people. I wouldn't say that out when I I have a option for us to reduce our cost by $200. I just need to talk to the Commissioner. I'm wondering if we might have a government account we're allowed to have. Yes, shared us. So I'm trying to find out if that's the case.

778

01:55:36.770 --> 01:55:40.450

Cooper City Hall: Perfect segment to finance departments.

779

01:55:43.890 --> 01:56:04.640

Cooper City Hall: I'll just point out a couple of items. If you you know, I would like to share a couple of items on on that piece. our salaries are down slightly. That's just related to basically hiring and back filling positions, and a new employee coming in at a at a lesser rate.

780

01:56:04.860 --> 01:56:11.950

Cooper City Hall: I'll point out the professional services has increased quite a bit.

781

01:56:11.990 --> 01:56:20.089

Cooper City Hall: again, you'll see. Part of that is related to several different tests that Jonathan has recommended.

782

01:56:20.140 --> 01:56:29.320

Cooper City Hall: related to compliance, and the Internet side will also pick up here

783

01:56:29.380 --> 01:56:36.719

Cooper City Hall: for the moment some. This is what I would call placeholder, where you see it consultant or consultations.

784

01:56:36.920 --> 01:56:40.720

Cooper City Hall: I expect that

785

01:56:41.430 --> 01:56:59.340

Cooper City Hall: again overall as Jonathan. I've been working on that that number. at 73,000 may be able to be reduced. But I also, we're kind of ahead of an Rfp process. So I wanna you know, I I I I want to be realistic as well to try and include some of that piece in there.

786

01:56:59.650 --> 01:57:12.889

Cooper City Hall: you'll notice. And Commissioner Shrouder had mentioned particularly the internal audit that Commission has set up. Is that item under professional services miscellaneous on the detail on page 63,

787

01:57:12.950 --> 01:57:44.689

Cooper City Hall: $42,150. That's that's part of that cost that we'll be moving over to City Commission that you guys, you guys and gals had spoken about earlier. we did include money as well. The cost allocation plan that was not updated this year, but was updated last year. this year. We use the same model and updated our. Our. The current costs into it. But that really should be updated at least every 2 years. And so we've included funding in for that

788

01:57:45.060 --> 01:57:46.659

Cooper City Hall: as well.

789

01:57:46.950 --> 01:57:57.189

Cooper City Hall: and I would also point out just on the maintenance contract side. You'll see that detail moving on to page 64.

790

01:57:57.340 --> 01:58:12.279

Cooper City Hall: we've included. there's a cost in there related to gravity obviously related not only to the budget side, which you're seeing now for the first time, but as well on the act on the annual comprehensive financial

791

01:58:12.410 --> 01:58:31.070

Cooper City Hall: report. And so you'll notice that amount 37,800. We've also had an an increase, or we're looking towards an increase on Microsoft office 365. That was a good recommendation in conversation with Jonathan, which will allow there's different tier

792

01:58:31.410 --> 01:58:44.409

Cooper City Hall: subscriptions, if you will, for their licensing for office. We we have a a fair amount of users still on office twenty-, and so that really needs to be updated. And so to do that. We need

793

01:58:44.470 --> 01:58:58.080

Cooper City Hall: a higher level licensing software through Office 365. So that also includes for that. I'll just point out for a minute some of those items that you see in maintenance contracts.

794

01:58:58.210 --> 01:59:07.029

Cooper City Hall: I'll point out, you know, one. There are several there that are it related again. Those kind of get rolled into that overall discussion of partnering with A

795

01:59:07.090 --> 01:59:11.279

Cooper City Hall: with a independent It group where some of those items

796

01:59:11.560 --> 01:59:16.979

Cooper City Hall: go away and are replaced by that cost from the vendor to provide that overall infrastructure.

797

01:59:17.420 --> 01:59:23.250

Cooper City Hall: and I'll be sharing. We'll certainly be sharing more information on that topic as we as we move forward.

798

01:59:23.530 --> 01:59:31.300

Cooper City Hall: and then and this goes back Commissioner, to your point under the equipment and machinery on computers.

799

01:59:31.350 --> 01:59:49.209

Cooper City Hall: you know these these should be we. I don't think we need the specific names in there, but we need the you know the these are how many replacements we are and I. I will dig into that further. But to that point, just to see I

800

01:59:49.540 --> 01:59:53.380

Cooper City Hall: you might be hiding in the back

801

01:59:53.430 --> 02:00:01.610

Cooper City Hall: but I'll we'll speak some more on the laptop piece versus desktop piece. Here. As we move along

802

02:00:02.460 --> 02:00:04.270

Cooper City Hall: I can dial In's notebook.

803

02:00:04.730 --> 02:00:07.579

Cooper City Hall: It's different than the other notebook so desktops.

804

02:00:08.100 --> 02:00:12.600

Cooper City Hall: It's a great question, sir.

805

02:00:13.300 --> 02:00:16.320

Cooper City Hall: how the notebook is a lot of Thank you, Michael.

806

02:00:16.620 --> 02:00:19.040

Cooper City Hall: There's the man of the hour.

807

02:00:20.880 --> 02:00:26.429

Cooper City Hall: Good, wise advice. So just talking a little bit about desktop versus laptop. And

808

02:00:26.470 --> 02:00:39.210

Cooper City Hall: you know just that overall picture. And we talked a little about docking stations. And I know you're running here, there, and everywhere. I did share with them a little bit about the Rfp. Process that's upcoming. And kinda

809

02:00:39.460 --> 02:00:46.179

Cooper City Hall: marrying that hybrid approach and so you had shared with them, we would be,

810

02:00:46.240 --> 02:01:07.000

Cooper City Hall: you know, working to just kind of talk through a little bit about where that's headed, but I wasn't sure if it's anything you'd like to add just, or maybe share at the moment, as far as desktop versus laptop, as far as what we've presented in the budget

811

02:01:07.100 --> 02:01:22.579

Cooper City Hall: using desktops. is because they're currently on our land. And while they're in here, when you're when you're on land on on the network if you're on the ocean.

812

02:01:22.610 --> 02:01:42.910

Cooper City Hall: Okay? And so, since since we utilize Bs and A, we have it hosted here on on premise, so anytime any device utilizes or connects to Bs, and A, it's recommended that that works on the network. for latency per So if you utilize, for example, for what? For latency

813

02:01:42.910 --> 02:02:03.170

Cooper City Hall: security also, not so much security, just latency. And it's basically if you use a laptop and you're at home, and you jump on Bs and A over the VPN of your home network. And let's say your latency isn't a specific speed it could corrupt the database. Therefore, messing up Bs, and a little bit of work for it.

814

02:02:03.240 --> 02:02:23.560

Cooper City Hall: so the recommendation is, if you're going to use the laptop, and let's say you're using it, you know out of the office for you to remote into a device here on the network, then utilize Bs and A from there. So if we were to do laptops with docking stations, we'd have to look into a remote

815

02:02:23.650 --> 02:02:45.290

Cooper City Hall: file server that every or not a remote foster of a remote desktop procedure where everybody remote into a virtual environment. we do kind of have something set up that was set up by the previous it. Manager Daryl. but it's kind of in the beta. So to use it on a larger scale. With, you know, 100 devices. We probably have to look into what that will look like.

816

02:02:48.380 --> 02:02:49.200

There you go.

817

02:02:50.760 --> 02:02:52.760

Cooper City Hall: So why don't we?

818

02:02:52.970 --> 02:02:55.790

Cooper City Hall: To an assessment of our computer situation?

819

02:02:57.440 --> 02:03:11.079

Cooper City Hall: Yeah. And I and I'll share. I mean, I think there's an opportunity as part of bringing on this the this vendor to work with us, as well, to really nail that down and and have a a good path forward.

820

02:03:11.260 --> 02:03:19.519

Cooper City Hall: related to that, I think. In the meantime. Mr. Les, you to your point, we can certainly look at in the context of

821

02:03:19.760 --> 02:03:25.860

Cooper City Hall: the purchases we've proposed for this year at least, specifically analyze, related to those

822

02:03:25.930 --> 02:03:36.450

Cooper City Hall: and you and I had a conversation, and you all don't know this, but since we're in the public that I could save you, I had recommended to the city manager. Why don't we potentially look into

823

02:03:36.710 --> 02:03:44.590

Cooper City Hall: letting some of the employees, if their job is, enables them to to work from home one day a week.

824

02:03:44.900 --> 02:03:48.590

Cooper City Hall: A lot of people don't give me the look for you.

825

02:03:48.930 --> 02:04:03.339

Cooper City Hall: A lot of studies have shown that people are more productive. It also helps with all of these studies, all the study just came out. So. But when we're looking at laptops which can move

826

02:04:03.420 --> 02:04:11.670

Cooper City Hall: from point A to Point B, that would also lead into that. So nothing that we're going to get into now, obviously, but

827

02:04:11.870 --> 02:04:26.310

Cooper City Hall: on something that we could look into, but it also it leads into the mobility of everything. Or if someone stuck it home because there is a a hurricane, or what have you? The laptop is much better than the desktop which should burn in the fire in North Carolina.

828

02:04:29.410 --> 02:04:38.870

Cooper City Hall: With that being said, if it's okay, just as we continue to march on, and knowing we've got funny good department heads that want to give you their updates as well. I'm still on finance

829

02:04:39.140 --> 02:04:41.530

Cooper City Hall: and a Costco card. Yes.

830

02:04:42.030 --> 02:04:47.800

Cooper City Hall: the the looks like you have the it consultant budgeted, and we still have the It manager.

831

02:04:48.960 --> 02:04:53.439

Cooper City Hall: That is correct. And then if we were to move on

832

02:04:53.660 --> 02:04:57.169

Cooper City Hall: if if the Rfp advanced

833

02:04:57.310 --> 02:05:13.670

Cooper City Hall: then we basically then that we would, we would definitely not. We would not backfill that that that piece. So shouldn't we just leave one, should we budget one? I mean we could. It's I mean it's 6, one way, half it does another. But we definitely, you know, we have $3,000 one way.

834

02:05:13.760 --> 02:05:23.460

Cooper City Hall: No, no, you would have that that piece, Commissioner shatter plus the cost of of the individual. Okay, so that is, yeah. So it is. 2, 2 part cost. Yes.

835

02:05:24.180 --> 02:05:30.849

Cooper City Hall: Are you expecting the total outsourcing cost to be 73 or 73 additional

836

02:05:32.480 --> 02:05:33.860

over there.

837

02:05:34.380 --> 02:05:41.499

Cooper City Hall: Yes, however, that 73 and again, that that depends on how the Rp goes out.

838

02:05:41.970 --> 02:05:43.770

Cooper City Hall: 73 over

839

02:05:43.940 --> 02:05:55.879

Cooper City Hall: our own. I don't like those little you're looking at 160,000. This is what you call those little shaped squeeze in things. No, no, no, no! Let me let me back up a step when you look at our overall overall. It costs

840

02:05:56.210 --> 02:06:03.690

Cooper City Hall: I I think that they will be very comparable. So if you take the

841

02:06:03.850 --> 02:06:07.880

Cooper City Hall: it, manager piece salary and benefits.

842

02:06:08.080 --> 02:06:23.730

Cooper City Hall: plus some of the different hardware and maintenance contracts that we have out there that would go away. If you brought in a vendor, those 2 pieces would come close to that. What that cost is for a third party vendor. Does that make sense.

843

02:06:24.320 --> 02:06:25.190

Cooper City Hall: Maybe.

844

02:06:25.370 --> 02:06:28.689

Cooper City Hall: it's enough to move past it

845

02:06:28.830 --> 02:06:30.769

Cooper City Hall: or not to make a big deal of it.

846

02:06:31.040 --> 02:06:39.209

Cooper City Hall: bank career services I that Alexis drove it over to the bank. Why is it? 5,000 $6,000 a year?

847

02:06:39.560 --> 02:06:42.130

Cooper City Hall: I think that. Well, again

848

02:06:44.100 --> 02:06:51.289

Cooper City Hall: on the on the bank courier services, Michael, do you know that one on the under professional services?

849

02:06:51.450 --> 02:06:53.450

Cooper City Hall: 57 50

850

02:06:53.720 --> 02:06:56.720

as well, it's supposed to. Okay.

851

02:06:57.290 --> 02:07:00.029

Cooper City Hall: we're supposed to start it.

852

02:07:00.760 --> 02:07:05.820

Cooper City Hall: Let's not start. Ha! I was. Gonna say, how have we been doing it if we haven't started it?

853

02:07:08.760 --> 02:07:10.970

Cooper City Hall: And is he driving? Catch over?

854

02:07:11.070 --> 02:07:13.920

Cooper City Hall: It was probably 15 bucks. No.

855

02:07:14.330 --> 02:07:17.820

Cooper City Hall: you don't remember when we hired the Armed Security guard at the building department

856

02:07:18.290 --> 02:07:28.670

Cooper City Hall: to make sure nobody robbed the window of. That's what we did when we was on a Carlos.

857

02:07:29.080 --> 02:07:29.820

Yeah.

858

02:07:30.670 --> 02:07:36.679

Cooper City Hall: but it's okay for the direct lady to take money without an armed person over her, but not building an apartment.

859

02:07:38.240 --> 02:07:40.120

Cooper City Hall: One of our infinite wisdoms.

860

02:07:41.440 --> 02:07:46.669

Cooper City Hall: So what I'm hearing is we'll go ahead and relate them Delete Bank for your services. Yes, sir.

861

02:07:46.810 --> 02:07:55.020

Cooper City Hall: Well, we're not using the menu.

862

02:07:55.190 --> 02:08:07.770

Cooper City Hall: It should probably be included. That they offer doesn't have to be a money car. It just, you know we're not. It's not significant cash. I don't believe. Well, she's here.

863

02:08:07.990 --> 02:08:14.569

Cooper City Hall: Well, she's here from the

864

02:08:15.600 --> 02:08:19.150

Cooper City Hall: people paying cash. You remember that.

865

02:08:22.420 --> 02:08:24.300

Cooper City Hall: How much, how much cash!

866

02:08:26.800 --> 02:08:28.100

Cooper City Hall: Oh, man!

867

02:08:29.360 --> 02:08:37.789

Cooper City Hall: Steal it! We got the best police department around. They'll get you. We got cameras everywhere I have. I have a comment on the Cfo

868

02:08:37.930 --> 02:08:41.879

Cooper City Hall: I can ask. Well.

869

02:08:42.870 --> 02:08:44.160

Cooper City Hall: you go from here.

870

02:08:44.230 --> 02:09:00.939

Cooper City Hall: Well, I just wanted to see. You know how I I know this isn't directly related, but since we're budgeting, it has a search for the C. Of out yes, definitely one we would like to have in here today for sure. have have you? And we appreciate your work. This isn't using people to help. Yeah, definitely

871

02:09:01.280 --> 02:09:04.849

Cooper City Hall: it. It has been logo so far, Commissioner.

872

02:09:05.430 --> 02:09:17.130

Cooper City Hall: you know, it's it's a definitely a difficult position to recruit for I think I've talked to some of you individually about maybe some other options related to a

873

02:09:17.530 --> 02:09:31.049

Cooper City Hall: more aggressive advertisement or attraction period. and so I'd I'd like to to try and put together a proposal for you on in in the very near and just. I wanted to throw out for consideration to the

874

02:09:31.130 --> 02:09:32.210

Cooper City Hall: Commission.

875

02:09:32.250 --> 02:09:47.700

Cooper City Hall: you know our job. Description, I believe, changed at 1 point under sherry to pay for more money or something, so that it would be required a Cpa. But before that it didn't require Cpa. Sandy. Sorry I get SMS.

876

02:09:48.400 --> 02:09:52.269

Cooper City Hall: I would be okay making it a, you know. Cpa preferred.

877

02:09:52.610 --> 02:09:53.520

Cooper City Hall: Position.

878

02:09:54.170 --> 02:10:04.859

Cooper City Hall: of course, is required, and let the manager make the decision on what he thinks is best, because I think we need to have cast a wire, and that we've had an open position for a while with the key position in the city.

879

02:10:05.080 --> 02:10:07.890

Cooper City Hall: I don't know, manager, do you have any thoughts on that?

880

02:10:08.880 --> 02:10:23.030

Cooper City Hall: Certainly the wider net we can cast, I think, is is very helpful, especially in that position when there's numerous cities in Florida they're looking for that. There's, I mean, there's cities all across the country that that's a position that's a hard. It's a hard fill in any city

881

02:10:24.020 --> 02:10:25.130

Cooper City Hall: is

882

02:10:25.320 --> 02:10:29.470

Cooper City Hall: Barbara is not here today.

883

02:10:29.720 --> 02:10:30.810

Cooper City Hall: Well.

884

02:10:32.710 --> 02:10:35.460

Cooper City Hall: on that I think if

885

02:10:35.870 --> 02:10:39.830

Cooper City Hall: I would really like to get the Cpa. So I think maybe it's the Comp.

886

02:10:40.910 --> 02:10:54.459

Cooper City Hall: But it could be so. I'm I'm not opposed to. I'm not opposed to it. I'm not opposed to. I don't want to think about it, but I can see maybe we can put it on that same topic. We. We have this. We have the

887

02:10:54.660 --> 02:10:57.579

Cooper City Hall: budget in wages at 170.

888

02:11:00.750 --> 02:11:07.800

Cooper City Hall: And so I was just wondering about that, because our pay scale doesn't have that

889

02:11:07.870 --> 02:11:12.390

Cooper City Hall: at the high end. So I'm not sure if that was anticipating a vote by us.

890

02:11:15.310 --> 02:11:19.699

Cooper City Hall: or that was just budget to hire because Joe was overpaying

891

02:11:20.620 --> 02:11:22.799

Cooper City Hall: above the allowed them out.

892

02:11:23.130 --> 02:11:32.080

Cooper City Hall: Yes, I'll be honest, Commissioner, I'll make a note of that and go back. I I'm not sure where that number pulled from the I didn't. That would be odd. But

893

02:11:33.220 --> 02:11:37.290

Cooper City Hall: yeah, and and so this goes back into the broader topic like.

894

02:11:38.140 --> 02:11:42.270

Cooper City Hall: there we we have to talk about this like

895

02:11:42.930 --> 02:11:48.149

Cooper City Hall: the manager, and I'll do respect. Shouldn't have the ability just to pay someone more than the approved amount.

896

02:11:48.430 --> 02:12:02.490

Cooper City Hall: And at some point there should be a checks amount so like the the Hr. S. It, like the payroll system, should not like. If you say, Oh, go pay. You know this person 500,000 when they go to put it in the 80 piece. You know, the highest approved

897

02:12:02.550 --> 02:12:04.099

Cooper City Hall: thing is this amount.

898

02:12:04.350 --> 02:12:11.930

Cooper City Hall: It should break flag red flag. So that's because what ends up happening is it ends up on here, and then it's like, well, you budgeted that. Then they say you approved it through the budget. It's like

899

02:12:12.250 --> 02:12:14.740

Cooper City Hall: you didn't look neither. Most people wouldn't look but

900

02:12:14.890 --> 02:12:21.490

Cooper City Hall: like these numbers need to map to the scale with the end of the scale one in the 61, 60. Something is the highest.

901

02:12:21.960 --> 02:12:29.199

Cooper City Hall: So they I guess this is more the checks and balances one. But I don't. This approval

902

02:12:29.450 --> 02:12:35.759

Cooper City Hall: and this budget, these numbers. I didn't go through each one of them, but I don't, and 10, if I voted on these numbers

903

02:12:36.050 --> 02:12:43.679

Cooper City Hall: I I wouldn't intend this to mean? I'm also rising to people to be paid more than the pay scale. Sure. Yeah, I agree.

904

02:12:44.550 --> 02:13:11.609

Cooper City Hall: you know. Well, then, the only question as then why do you approve that? Because I didn't go through to make sure each one of those things was in the past. We're we're obligated to to go through it all right. So then I have to get the pay scale out and look and see if getting. I would think that we could. We could ask Staff to go through it and give us the insurance that it's been correct. It's not an improved thing, either. I totally agree, but to to ask.

905

02:13:11.720 --> 02:13:26.289

Cooper City Hall: I don't necessarily have an approved pay scale in at my fingertips to say that this this position is here, and I'm going to do that while looking over 200 pages of

906

02:13:26.920 --> 02:13:31.799

Cooper City Hall: yeah, so can we have that? Can we make sure that we're not approving anything over the pay scales?

907

02:13:32.400 --> 02:13:34.699

Cooper City Hall: Yeah, I think that's certainly achievable.

908

02:13:35.050 --> 02:13:42.510

Cooper City Hall: Yeah. And if it is because you anticipate something, put it like Commission red and a asterisk contingent upon approval.

909

02:13:43.010 --> 02:13:45.090

Cooper City Hall: it's easier to understand it. Can I so much?

910

02:13:45.430 --> 02:13:51.199

Cooper City Hall: what was the cyber security pen tests, internal and external?

911

02:13:53.730 --> 02:14:03.149

Cooper City Hall: Not only do I know the answer. I have the results.

912

02:14:03.340 --> 02:14:06.320

Cooper City Hall: Okay. pull it up for you.

913

02:14:06.600 --> 02:14:15.790

Cooper City Hall: Basically, they've run the thing you see. Like, if you have any cases, I don't think there are any IP addresses that are open, internal, external.

914

02:14:16.170 --> 02:14:23.360

Cooper City Hall: So they take up the computer and they plug into the network and see if they can come in and have any, or because you have hold on, hold

915

02:14:23.440 --> 02:14:49.309

Cooper City Hall: great! What questions it draft. It was just the cyber security internal on the external 10 test. Yes, so that we would have a company. Come and take a look at our IP addresses that we have, and check for any vulnerabilities of what we have that's open from the inside and from the outside, and then they would just give us high priorities of what we really, that's really vulnerable. And we need to start taking care of that, and then they would give us some ones that are a little bit less critical.

916

02:14:50.250 --> 02:14:52.620

Cooper City Hall: Good answer. Thank you. Thank you.

917

02:14:53.640 --> 02:14:57.059

Cooper City Hall: And and we. We we need to address that, because I think we did have some

918

02:14:58.270 --> 02:15:09.280

Cooper City Hall: concerns. No, not concerns. I believe they were IP people logging. When when you guys parted ways with the last

919

02:15:09.690 --> 02:15:15.070

Cooper City Hall: it person. Didn't we have entries on the

920

02:15:15.240 --> 02:15:23.660

Cooper City Hall: it? We we just we. We had to close down some administrative access in some ways, and we had people on our network that we're not within our IP.

921

02:15:23.890 --> 02:15:27.169

Cooper City Hall: Yes, it was utilizing, I think, some sort of program

922

02:15:27.320 --> 02:15:29.159

Cooper City Hall: that we were able to close down.

923

02:15:30.900 --> 02:15:33.189

Cooper City Hall: I have another

924

02:15:33.600 --> 02:15:42.090

Cooper City Hall: in reference to finance, and you I don't know how many people would notice, but in the past several years we've increased several positions

925

02:15:42.290 --> 02:15:45.420

Cooper City Hall: in the finance department. So

926

02:15:46.570 --> 02:15:49.260

Cooper City Hall: how is that working out? It's really what I want to know.

927

02:15:51.940 --> 02:16:07.689

Cooper City Hall: So, Commissioner, I would say at this moment. I I think it's a great question, I think. I think when you start with that already.

928

02:16:08.010 --> 02:16:25.910

Cooper City Hall: And and the assistant, you know we're we're missing those 2 critical pieces of the puzzle right now. So I think to try and assess that right at the moment is would would be. But can you please assess that because we had, there's this, I mean, basically

929

02:16:26.000 --> 02:16:36.990

Cooper City Hall: in my recollection, is this department pretty much almost doubled. And that's if if it's needed. But I need to know that it's needed, because, while our department may have doubled

930

02:16:37.709 --> 02:16:48.109

Cooper City Hall: duties done by that department have have not. So I wanted to know really my question in depth would be, why and to what end?

931

02:16:48.629 --> 02:16:50.690

Cooper City Hall: If we've increased that much?

932

02:16:51.459 --> 02:16:58.879

Cooper City Hall: Thank you. You're welcome now. you know that. No, I just I still don't understand how. Why it is under finance.

933

02:17:00.110 --> 02:17:10.160

Cooper City Hall: Yeah, I'll tell you, Commissioner Cats, but it it is. It is not unheard of in local government to have a finance as a car. I'm sorry it has a carve out under finance.

934

02:17:10.270 --> 02:17:28.349

Cooper City Hall: there are models where it stands alone as well. I I'd say you. You see a mix of both, and it's you know it's it's, I would say, fairly common that it does fall under the finance number. I'll leave that to your discretion. I would to me it makes more sense to be like where communications is on your.

935

02:17:28.510 --> 02:17:32.520

Cooper City Hall: but I think it makes more sense to be a standalone.

936

02:17:33.020 --> 02:17:36.370

Cooper City Hall: but then reports him. Yeah, I mean, well, I read directly.

937

02:17:36.400 --> 02:17:48.590

Cooper City Hall: Yeah. And I think part of that is is where we, you know we're we're kind of driving to with this hybrid model, as I think it'll be a good opportunity to reassess the overall it picture. And and again.

938

02:17:48.590 --> 02:18:10.250

Cooper City Hall: actively. You know Jonathan is terrific, and adds a lot of value on our on the hands on, and and really knows our users and the piece but just from that infrastructure side, the back end side of the infrastructure. I think there's a a great opportunity to really to to really grow that professional services? Why, they increasing 147,000

939

02:18:11.860 --> 02:18:20.659

Cooper City Hall: that has a lot to do with that 73. We talked about Commissioner Shrouder, and then some of those additional tests. We talked about the pen tests

940

02:18:20.770 --> 02:18:24.839

Cooper City Hall: and a couple of other additional standalone tests, but that

941

02:18:25.139 --> 02:18:31.150

Cooper City Hall: we're not running this every year. I mean that that correct. Those do not need to be run every year, and then

942

02:18:31.830 --> 02:18:34.730

Cooper City Hall: we just did that, though the

943

02:18:37.020 --> 02:18:37.690

when

944

02:18:37.910 --> 02:18:42.509

Cooper City Hall: we just did it with our. But you know I had the results. Put it limited to our

945

02:18:42.719 --> 02:18:43.389

Cooper City Hall: huh?

946

02:18:43.790 --> 02:18:45.360

Cooper City Hall: Yeah.

947

02:18:45.469 --> 02:18:46.570

Cooper City Hall: yeah, it was

948

02:18:48.360 --> 02:18:55.890

Cooper City Hall: all right. Let me ask this, if you can take a look at that, because some of those things were done through Arpa money

949

02:19:00.330 --> 02:19:08.799

Cooper City Hall: and and commissioner to your point. I I do think you know, I think some of these under professional services, and then also under the

950

02:19:09.790 --> 02:19:31.279

Cooper City Hall: so how about agents and contracts are going to get rolled into that broader discussion of what this is my fear. So you put some stuff in last year, right? Makes sense. This year you have to do the same thing. You're going to roll over what you had last year, but some of the stuff might be redundant, because I don't know that it was all continuous, because we were doing some stuff through our for money and just take a look at it. Yeah, we glad to.

951

02:19:31.520 --> 02:19:43.599

Cooper City Hall: And because that then is, I don't want it to go. We outsource it. No, this is the cost, because we're saving money. But it was we're adding, one year cost, you know. Yeah, I'll be glad we'll be glad to look at this. We've got time to do that.

952

02:19:52.310 --> 02:19:54.479

Cooper City Hall: Any other items on finance.

953

02:20:00.130 --> 02:20:06.860

Cooper City Hall: not. I'll go ahead and move to hr, that's okay. No problem.

954

02:20:14.690 --> 02:20:21.740

Cooper City Hall: I have a few questions. I guess one.

955

02:20:21.770 --> 02:20:33.539

Cooper City Hall: No, no, as we start to get, I've done a lot of talking. I know you guys love to hear my voice. Not exactly, but I just started to move through some of the other departments. We will invite someone up in the wheel of fortune.

956

02:20:33.880 --> 02:20:39.399

Cooper City Hall: I guess my one question is, our professional services

957

02:20:39.600 --> 02:20:44.230

Cooper City Hall: is going up 15,000 or 1,500%.

958

02:20:44.610 --> 02:20:54.319

Cooper City Hall: I know it's not a lot of money, but you can elaborate on that.

959

02:20:55.000 --> 02:20:59.009

Cooper City Hall: So the comments study was done last year or paid for last year.

960

02:20:59.390 --> 02:21:00.630

You talking about

961

02:21:00.820 --> 02:21:06.680

Cooper City Hall: 51100531100.

962

02:21:06.880 --> 02:21:12.470

Cooper City Hall: Yeah, it's the first item under operating expenditures, professional services.

963

02:21:12.730 --> 02:21:14.210

Cooper City Hall: And it's

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02:21:15.330 --> 02:21:16.600

Cooper City Hall: it's a

965

02:21:17.790 --> 02:21:20.840

Cooper City Hall: we, the $12,000. Is that what you're talking about?

966

02:21:21.690 --> 02:21:23.679

Cooper City Hall: Yes, yes, that's the

967

02:21:23.860 --> 02:21:29.989

Cooper City Hall: yeah. I think we're budgeting that just in case we need to do some kind of update

968

02:21:30.590 --> 02:21:44.319

Cooper City Hall: and and I'll be glad to step in here as well. Commissioner Catsman on that. So what one of the things I think that would be prudent for us is to, rather than trying to wait 3 or 4 years to evaluate the entire organization

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02:21:44.540 --> 02:21:51.069

Cooper City Hall: just because of the market. And what local government is seeing is to look to, perhaps to split up

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02:21:51.150 --> 02:21:55.949

Cooper City Hall: on an annual basis to do. Let's say a third.

971

02:21:55.970 --> 02:22:01.019

Cooper City Hall: you know, each year, so that over 3 years we're doing it. But a budgetarily, it's not

972

02:22:01.030 --> 02:22:20.109

Cooper City Hall: as big of a discussion impact. And to, we're getting that data because the the data is changing pretty. So it's that is correct on a smaller scale. I'm with that. That sounds like this is china basically out of work. So we're paying for.

973

02:22:20.340 --> 02:22:22.040

Cooper City Hall: And then we're gonna pay.

974

02:22:23.140 --> 02:22:41.649

Cooper City Hall: I don't agree with that. That's like, I think it's like outsourcing. So oh, we we're gonna add a new job. So let's call and ask the Comp study company to to give us a job description. Now get online, find out what other people do. Find out what the price is. It's not that should be able to be done in house, you know, over time. It's one thing you're asking to do all, every position.

975

02:22:42.220 --> 02:22:49.080

Cooper City Hall: but I think that's what Hr. Should do. Call up on the Xyz department. I need one of these. Okay, this is the industry standard.

976

02:22:49.650 --> 02:22:51.199

Cooper City Hall: How is that what you're?

977

02:22:51.220 --> 02:22:59.160

Cooper City Hall: Is that what the intent is, or is it

978

02:22:59.770 --> 02:23:02.219

Cooper City Hall: not not enough, Job?

979

02:23:02.440 --> 02:23:07.270

Cooper City Hall: I'm so you're done by cities every 10 years.

980

02:23:07.440 --> 02:23:25.670

Cooper City Hall: sometimes even longer than not every 3 years. That that's changed significantly, Commissioner, since in particular, since the pandemic, I mean the traditional model used to be. Yeah, every 5 to 7 years you would do a conference. It's been 3 years in this pandemic. So we're going to say, since 2,020, we've changed the way we do things every 3. I mean, how is that making sense.

981

02:23:26.410 --> 02:23:38.660

Cooper City Hall: I just I I would I would say that, you know. some of those pieces are are changing pretty significantly and and fairly quickly. And so it's, you know, it is an opportunity just to assess those

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02:23:38.750 --> 02:23:41.159

Cooper City Hall: that you guys are asking us tomorrow to adopt

983

02:23:41.190 --> 02:23:51.619

Cooper City Hall: a brand new Comp study. But we need to start budgeting to to fix this one because it's going to be outdated right away. So so I mean, there's 2 different thoughts you could say, we're going to do one every 3 or 4 years.

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02:23:52.110 --> 02:23:59.669

Cooper City Hall: But what I I mean, generally, what happens? A lot of time and communities is that third or fourth year comes around, and

985

02:24:00.030 --> 02:24:15.300

Cooper City Hall: they say, Hey, we don't want to spend $40,000 this year to do it. So they bump in another year, and so through every 3 or 4 years becomes every 7 years. Do I need it every 3 or 4 years on stage? So you have to come? Yeah.

986

02:24:15.360 --> 02:24:17.460

Cooper City Hall: just so folks can

987

02:24:17.750 --> 02:24:39.450

Cooper City Hall: with regards to the part timers, for example, what? Because of the trajectory that came in for the minimum wage increase. So where we're at today. In present day. Minimum wage is going up September thirtieth again. So we should have to reevaluate our part time positions. We're going to need to be able to do it. Whether it's in house or consultant I can't answer. We had how many com studies we have, and they skipped

988

02:24:39.540 --> 02:24:44.940

Cooper City Hall: the part time machine in this city. We have like 4 Comp studies, and they all got skipped every single time.

989

02:24:45.610 --> 02:25:02.180

Cooper City Hall: It was really easy to figure out what the minimum should be right. Because what do we decide? The minimum should be minimum wage. The Federal Government did that for. So we stopped the advertising illegal rates and we put them up to minimum wage. Yeah, we reached a point where we were actually advertising less than a minimum wage. So when we go to an hour.

990

02:25:02.370 --> 02:25:18.480

Cooper City Hall: We have to move all the part timers up, especially the ones that we've had for years. We have to make sure that we're staying competitive, but it's easy. You just type in, because we're not a single town in in this county, and there's only one town. We have 32, and 31,

991

02:25:18.640 --> 02:25:23.910

Cooper City Hall: and we go on in there. And we look. That's what we do for it. No, what are they paying the park tenants now?

992

02:25:23.920 --> 02:25:38.529

Cooper City Hall: And you type it in. And that's what that's what it is. It's I mean, these are. These are example. In my opinion, this study caught us up. So now we know that

993

02:25:38.870 --> 02:25:44.450

Cooper City Hall: position A is making between, you know, 10 and $15,000.

994

02:25:44.460 --> 02:25:48.189

Cooper City Hall: Position being is making between 15 and 20,000 done

995

02:25:48.770 --> 02:25:54.070

Cooper City Hall: logically. Now that all of the groundwork is done maintaining

996

02:25:54.760 --> 02:26:00.459

Cooper City Hall: the marketable wages should be as easy as a click.

997

02:26:00.550 --> 02:26:07.720

Cooper City Hall: You go, hey, Rush! How can you? Don't have any utility whatever. One. I I can't get any good applications. I have to look at that.

998

02:26:07.820 --> 02:26:08.850

Cooper City Hall: hey? Some more.

999

02:26:09.210 --> 02:26:16.470

Cooper City Hall: But we don't need to look at a position that we have. You know we don't from filling. I mean, that's what Hr. Is supposed to do.

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02:26:18.270 --> 02:26:28.660

Cooper City Hall: That's my belief we should have an independent Hr. Department that is capable of increasing pays at least to stick with. Well, then, before we didn't have really any charges, kind of

1001

02:26:28.740 --> 02:26:41.789

Cooper City Hall: each department handled it. And now we move towards this creating an Hr. Department that was last year with the first year. and they should be able to handle these things in the house. make friends with the other Hr. Departments. Call them up and ask them what the pay should be.

1002

02:26:46.240 --> 02:26:48.180

Cooper City Hall: Yeah, I mean, I I think there's

1003

02:26:50.050 --> 02:26:53.010

Cooper City Hall: we've obviously just done the common class study.

1004

02:26:53.090 --> 02:26:57.409

Cooper City Hall: you know, I I think it's

1005

02:26:59.080 --> 02:27:10.400

Cooper City Hall: certainly related to specific individual position where we're having trouble filling. I think that's absolutely attainable. you know from a holistic standpoint.

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02:27:10.490 --> 02:27:23.700

Cooper City Hall: you know, I think we can make it work either way. But I I I do think there's also value in in trying to look at a segment each year. for what it's worth, and and especially.

1007

02:27:23.770 --> 02:27:28.100

Cooper City Hall: you know, just related to the cost. It is, you know. It certainly is a cost, but it's

1008

02:27:28.290 --> 02:27:34.320

Cooper City Hall: it. It helps to be able to, both for the Board's sake, and reviewing those who gets looked at next year.

1009

02:27:34.420 --> 02:27:36.940

Cooper City Hall: part of me which third gets looked at next year.

1010

02:27:37.270 --> 02:27:59.949

Cooper City Hall: it's that's something we would definitely have to figure out when they pull out of a hat. We all we all just got looked at. Some of you can wait for 3 more years, and some of us going to look next year right away. No, typically, it would drive off to your point those areas where we're still

struggling to hire from you know what could be where it would start with with the first year. But I'll be struggling necessarily because of

1011

02:28:00.400 --> 02:28:08.460

Cooper City Hall: okay, or we struggling because people sometimes are making more money staying home than they are.

1012

02:28:08.540 --> 02:28:13.520

Cooper City Hall: and they don't want to. They don't want to work. I just came from a I just came from a Socialist country.

1013

02:28:13.820 --> 02:28:26.790

Cooper City Hall: and people did not. I said, you know we could come, bring in a business in here, and everything, and people don't want to. So again there, I and I know several people that are unemployed, but they just don't want to go for a different

1014

02:28:27.010 --> 02:28:34.099

Cooper City Hall: position, or they don't want this because they're set. They're setting their ways, or what have you so? But we're having a difficult time

1015

02:28:34.320 --> 02:28:42.080

Cooper City Hall: we need to establish. Is it because we're not paying our pay is for? Or is it because no one's interested?

1016

02:28:42.500 --> 02:28:45.800

Cooper City Hall: Yeah in the State of Florida. It's got 25.

1017

02:28:45.920 --> 02:28:53.680

Cooper City Hall: So is it us? Is there anything we can do or not? Or do we? Do we get rid of Frs and go back to when I'm so you don't have to believe as much.

1018

02:28:53.720 --> 02:29:00.219

Cooper City Hall: Go back to. And you've got so everyone everyone have it. So it's gonna randomly pay money. I don't agree with it.

1019

02:29:00.230 --> 02:29:02.230

Cooper City Hall: I haven't been happy with the pay studies yet.

1020

02:29:02.360 --> 02:29:05.440

Cooper City Hall: I think this is a situation where

1021

02:29:06.030 --> 02:29:10.589

Cooper City Hall: we we just talking about replacement of equipment, and we're on the maintenance.

1022

02:29:10.640 --> 02:29:15.919

Cooper City Hall: you know, schedule, if you will, every 3 years, 5 years, whatever it is. This is the same thing to me.

1023

02:29:16.260 --> 02:29:19.230

Cooper City Hall: so that we don't get caught up with a month sum

1024

02:29:19.360 --> 02:29:22.279

Cooper City Hall: that the Commission will say, Take it down

1025

02:29:22.400 --> 02:29:30.739

Cooper City Hall: the road. This is something that if you do, little by little, then you're maintaining. And and that's not only fiscally.

1026

02:29:30.830 --> 02:29:53.459

Cooper City Hall: but it's maintaining for Hr. Purposes of are we doing right wrong with? We do better when we get rid of, so it it to look into yourself. It's like a health check every year. I have no problem, no, not. Really, it's not. It's not equipment that when you fix this whatever. So so there's a group of employees that are going to get looked at again. The extra relation to make more money.

1027

02:29:54.020 --> 02:30:05.710

Cooper City Hall: and the another group that's not going to get looked out for 3 years. That's absurd. I you know it would. It would rotate, Commissioner. So you do a third, and then a different third. This is not a year, and then some of them have to wait for 3 years

1028

02:30:06.160 --> 02:30:14.239

Cooper City Hall: the other option. I I don't know if this what you're thinking almost like what we do with the discretionary funds like you can roll it over, if

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02:30:14.530 --> 02:30:19.299

Cooper City Hall: if it's not necessary, at least it's rolled over like the turf that you all created a few years ago

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02:30:19.370 --> 02:30:36.180

Cooper City Hall: for the church. Don't you put in a couple of $100,000 every year, so that we don't get it the last one we have a we have a contendency. I'm talking about 12,000 bucks, I mean, maybe that's the way to go. I don't want to authorize outsourcing Hr. Work to evergreen or another company like they were doing with Hr. Consultant. That's all that's happening here.

1031

02:30:36.260 --> 02:30:51.810

Cooper City Hall: That's the truth of it. It's not all through through to the third, we're outsourcing our work. And so when someone says I need a new position instead of Hr. Doing the work they're out. They're going to call this company to write a script, and that's how it's going to get done. I looked at the Javascript. We have now. Half of them were written by Hr. Consultants not approved by the City Commission.

1032

02:30:52.140 --> 02:31:03.060

Cooper City Hall: and and for our charter they can be approved by the city Commission. And and that's my question. Are we only does this study only looking the finances of the individuals or the operations

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02:31:03.330 --> 02:31:08.670

Cooper City Hall: and duties of the individual they fake. Look at the operations. Okay, because we had everyone right out

1034

02:31:08.790 --> 02:31:12.360

Cooper City Hall: what they did for 6 weeks did that company look at it? They didn't do it.

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02:31:12.950 --> 02:31:23.489

Cooper City Hall: and so they fake that they're selling broad, broad consultant packages. Oh, here's the amount like any consult. They got one package. You get it reproduced.

1036

02:31:24.960 --> 02:31:36.000

Cooper City Hall: It's amazing in this Comp study. Big thing we're we're doing. I don't have any recommendations for revision and job descriptions, because that would took too much work from actually read Javascript to do that. Instead of just they plug some numbers.

1037

02:31:36.610 --> 02:31:41.120

Cooper City Hall: There you go. That's why I mean, it's basically only yours

1038

02:31:41.390 --> 02:31:47.199

Cooper City Hall: operational. They'll say it should be both. But reality, the easy thing is only numbers. So

1039

02:31:47.470 --> 02:31:56.759

Cooper City Hall: yeah, this piece, as you know, the concept on this is just the numbers, not the operational organizational side. But I will say, you know, I was just talking to a lot of this as well. I mean this.

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02:31:56.870 --> 02:32:08.040

Cooper City Hall: you know, if if the Commission as a whole has a a greater desire to just look towards that overall philosophy that we're going to look at everything once every 3 years or so. That's fine as well, I mean, it's not.

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02:32:08.190 --> 02:32:09.260

Cooper City Hall: you know. It's

1042

02:32:09.500 --> 02:32:18.009

Cooper City Hall: pay me now. Pay me later, you know, to look at those pieces, I mean, that's what I'm I'm maybe not pay me later, because pay me pay me later, actually saves the city money.

1043

02:32:19.210 --> 02:32:24.760

Cooper City Hall: How do you think it? Because you didn't?

1044

02:32:25.330 --> 02:32:28.109

Cooper City Hall: We haven't had a comp study yet that that said anyone's overpaid.

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02:32:31.220 --> 02:32:35.009

Cooper City Hall: which is not a nice way to to run.

1046

02:32:35.040 --> 02:32:44.879

Cooper City Hall: It's not a way to keep your employees happy to keep your attention. That's not what you do. You look at issues. If you're having trouble filling position. You wonder why one of them is Comp, you increase the cost. Okay?

1047

02:32:44.900 --> 02:33:02.579

Cooper City Hall: But you don't just proactively start paying people more increase more out. Because that's no. I increase my I I won't disagree. It doesn't, per that if if you, if your morale is low because you feel that you're under appreciated, you're underpaid, then that will appreciate it. Usually. Why people leave, not because they're on the pay.

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02:33:03.310 --> 02:33:05.420

Cooper City Hall: If you look at most of our employees.

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02:33:05.450 --> 02:33:13.440

Cooper City Hall: they could probably find a job making more money, but if they like the place they're not looking, you know. That's not where you're out. There you you want to pay a decent wage.

1050

02:33:13.970 --> 02:33:15.590

Cooper City Hall: Of course we about to live.

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02:33:15.720 --> 02:33:30.570

Cooper City Hall: but being the top paid person as a guarantee, you get, you get employees. People have other value and work studies show. The Comp is a base level. Do you at least feel like your needs are being that financially, you know. Then you're looking at everything else

1052

02:33:30.650 --> 02:33:54.610

Cooper City Hall: is it the culture? It's flexible flexibility, like the and Losy mentioned, which I I didn't address. And I know it's gonna create some thanks. But I agree with Commissioner Melody that we should look at possible options for flexibility. she's not listening to me, but she she should be. I'm looking to go to 6 days a week. Right? You're looking to go to one and 7 right? 6.

1053

02:33:54.650 --> 02:33:59.740

Cooper City Hall: no, I was I Commissioner Melody. I was saying that I

1054

02:34:00.100 --> 02:34:13.599

Cooper City Hall: can we move on from that, or are we or did you? I had another question, not in reference to yeah, I have other. Okay, so please go. but I know we were done with the commit. The I don't know if this is going to go over, so don't hate me.

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02:34:13.620 --> 02:34:17.549

Cooper City Hall: But, We added a position in

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02:34:17.780 --> 02:34:23.540

Cooper City Hall: human resources. Lord, his position! Do we need that? And I don't mean that in a bad way, but

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02:34:23.830 --> 02:34:32.339

Cooper City Hall: in in in my opinion that the position was added, since we were looking at bringing public safety, etc., in house, and then you are doing an enormous amount.

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02:34:32.390 --> 02:34:34.800

Cooper City Hall: That's not in house. So

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02:34:34.840 --> 02:34:39.450

Cooper City Hall: we added a position. We had someone that was doing the work.

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02:34:39.480 --> 02:34:48.589

Cooper City Hall: and maybe it was dropped out to the people. But do we have the person that was there to that person still already do it, instead of me paying another $113,000?

1061

02:34:48.720 --> 02:35:12.800

Cooper City Hall: Is the position merited again, my employees when I say, my, the the city of Cooper City's employees have not quadrupled, doubled they they they've gone down actually, because of lack of retention. But let's pretend that they've stayed the same, because they pretty much have. But

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02:35:12.920 --> 02:35:14.500

Cooper City Hall: I have added

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02:35:14.660 --> 02:35:21.410

Cooper City Hall: one and a half positions to human resources, which it's their job is to bring in.

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02:35:22.080 --> 02:35:28.279

Cooper City Hall: confer, etc. Why have I added that again, if we were in housing?

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02:35:28.480 --> 02:35:39.399

Cooper City Hall: And I'm not saying that I want this, so I don't want this misconstrued by all I can see, the hate text and emails coming. Now, I'm not saying that I want to job out so in any way, shape or form. But if we were to bring in

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02:35:39.740 --> 02:35:52.059

Cooper City Hall: our our own in-house, police and fire, then you're looking at 200 in total, maybe 150 more employees. and that's where. And I'm not saying that, chief, please.

1067

02:35:52.620 --> 02:36:20.469

Cooper City Hall: Okay, I am not saying that. But that's where, in my opinion, why this position and everything else is created to handle that potential influx which did not come to fruition. So why, then, is it there? At 113, almost 114,000. Again. I I I like you, you great taste and shoes nice, but it's not you, for, say, it's the position that I'm looking at.

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02:36:20.620 --> 02:36:21.700

Cooper City Hall: Sorry.

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02:36:22.860 --> 02:36:24.239

Cooper City Hall: Shut my mic off.

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02:36:25.300 --> 02:36:29.770

Cooper City Hall: I don't find my book. Is it time for a snack break, Commissioner?

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02:36:29.990 --> 02:36:34.680

Cooper City Hall: I had you had the bag of chip.

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02:36:36.780 --> 02:36:45.329

Cooper City Hall: Yes, so I I know. I'll just say I think. You know, we've got a obviously a lot of different pieces of the puzzle going on right now.

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02:36:45.510 --> 02:36:52.550

Cooper City Hall: and you know, as far as it relates to Hr. And the and the functionality on that end.

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02:36:52.710 --> 02:36:58.060

Cooper City Hall: no, we've we've got a lot of moving pieces and

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02:36:58.420 --> 02:37:06.450

Cooper City Hall: you know the assessment. You know, as far as the volume of what is our staff compared to how many folks we have in Hr.

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02:37:06.680 --> 02:37:11.120

Cooper City Hall: you know. I I think

1077

02:37:11.230 --> 02:37:21.000

Cooper City Hall: 2 positions for the amount of employees that we have is not completely out of line in the world of local government, as it relates to the number of employees that we have or we know

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02:37:21.310 --> 02:37:24.669

Cooper City Hall: comparing to other people is not necessarily the right thing.

1079

02:37:24.680 --> 02:37:32.830

Cooper City Hall: and if we, if it was not broken, and that's my words. If the Hr. Was running and there was no issues

1080

02:37:32.970 --> 02:37:35.130

Cooper City Hall: again, not you, but

1081

02:37:35.860 --> 02:37:43.630

Cooper City Hall: I I am now adding, sorry I'm not on. I am now adding, or I have. The city has added a position.

1082

02:37:44.520 --> 02:37:50.209

Cooper City Hall: Does. Is that position merited. So you're new. I understand that. But

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02:37:51.350 --> 02:37:57.109

Cooper City Hall: I'm had said to you one of the things when when we were interviewing one of our biggest

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02:37:57.150 --> 02:38:13.830

Cooper City Hall: issues was a a contract that goes up by a million dollars a year, and we have to take that into account and everything. So when I am, it may seem like I'm nickel and dining 500 here, a thousand here, a hundred 1,000 here, but all of that, anything that we

1085

02:38:13.950 --> 02:38:20.219

Cooper City Hall: offset is less that I have to come to, and I have to figure out. because I still need to

1086

02:38:20.350 --> 02:38:24.759

Cooper City Hall: trim trees. Put sidewalks in streets, you know, basics.

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02:38:25.090 --> 02:38:27.939

Cooper City Hall: So if I have a position that I feel that

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02:38:28.390 --> 02:38:35.890

Cooper City Hall: there's a lot of wiggle room just like I said. I think we doubled finance more than is. Are all those positions merited.

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02:38:36.170 --> 02:38:39.640

Cooper City Hall: So that's in my opinion, something that

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02:38:40.130 --> 02:38:44.010

Cooper City Hall: needs to really be looked at.

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02:38:44.490 --> 02:38:48.219

Cooper City Hall: So if I may, on that matter. I I think

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02:38:48.230 --> 02:38:54.549

Cooper City Hall: one of my goals as the Commissioner is to to make Cooper City a best place to work, and I we're not there yet.

1093

02:38:54.790 --> 02:39:02.800

Cooper City Hall: I think we can all acknowledge that I think we've taken steps. and I do think having a functional Hr department is important.

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02:39:03.220 --> 02:39:09.679

Cooper City Hall: I also think we added risk management. The the Commission previously added risk management to that

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02:39:09.870 --> 02:39:15.000

Cooper City Hall: department. which is important. I'm only addressing

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02:39:15.810 --> 02:39:24.020

Cooper City Hall: the organizational structure. I think anything else is not part of this conversation, but I do think, having Hr. Having having an Hr.

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02:39:24.520 --> 02:39:27.639

Cooper City Hall: Department of 2, makes sense, I don't know about the hat

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02:39:28.070 --> 02:39:31.260

Cooper City Hall: and I would kind of leave that to the manager.

1099

02:39:32.300 --> 02:39:36.300

Cooper City Hall: Yeah, you know well as the sponsor.

1100

02:39:37.490 --> 02:39:46.740

Cooper City Hall: the creation of the Hr. Department. When I got here I thought it was crazy that we would be in 2023 and not have an Hr department. Everything was

1101

02:39:46.990 --> 02:39:53.360

Cooper City Hall: handle essentially by the actual departments, and so

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02:39:53.480 --> 02:39:56.000

Cooper City Hall: thought well, we should have an Hr. Department.

1103

02:39:56.190 --> 02:39:58.400

Cooper City Hall: because this is 2,023,

1104

02:39:58.760 --> 02:40:09.990

Cooper City Hall: and so not to that, did not translate into what I what I thought it should happen if the Hr. Department has not increased, and it's you know it's not doing much more than it was doing before.

1105

02:40:10.000 --> 02:40:15.100

Cooper City Hall: We still have the same policy, manual from. you know, 2,015.

1106

02:40:15.510 --> 02:40:20.890

Cooper City Hall: The hiring is all done by the departments. They just hr just boards it, for you know, for them.

1107

02:40:21.230 --> 02:40:27.700

Cooper City Hall: there's a lot of things that we do cops that we've got to pay someone to do that. So I'd have to say

1108

02:40:28.020 --> 02:40:45.450

Cooper City Hall: what I thought it should be is a functional Hr. Department that has policies and procedures that doesn't overpay people more than the approved amounts. Things like this. And that's not what we have so easy to me. Either get rid of the Hr. Department and and continue over having, or we need to actually have an Hr department, and it's

1109

02:40:45.640 --> 02:40:49.700

Cooper City Hall: it's not satisfactory right now. The money is being wasted. so

1110

02:40:50.550 --> 02:40:55.180

Cooper City Hall: I can either. And and say, Let's defund that, or

1111

02:40:55.340 --> 02:40:59.669

Cooper City Hall: if I'm going to agree with Commissioner and cast me say we should have any Charter department. I want to see it happen.

1112

02:41:00.050 --> 02:41:15.729

Cooper City Hall: How do we get there? Yeah. And I I think I'm I appreciate both of your feedback, and obviously in in general, you know, having only been here 6 weeks and a lot of different things that are ongoing. I mean, I I will say, you know I appreciate both of your honest and candid

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02:41:16.010 --> 02:41:20.409

Cooper City Hall: assessment. And you know, I think

1114

02:41:21.380 --> 02:41:36.849

Cooper City Hall: at this point, as it relates to the budget. At least, you know, it's it's important that we put together. Obviously a balanced, proposed budget. There's a list of you know, 30 different items, or 50 different items that are all important.

1115

02:41:36.970 --> 02:41:49.820

Cooper City Hall: that we I know just in conversations with you all that are good solid items for us to continue to work through. so should we defund it until you have a plan. Is that what you're saying?

1116

02:41:50.210 --> 02:42:02.199

Cooper City Hall: No, that that would not keep it funded, and we'll get to it. Yes, sir, alright. So problem is, that means we waste money. So all right, I agree with you. I've been here long. We'll clean a waste of money when you think we can have on a plan.

1117

02:42:03.330 --> 02:42:05.839

Cooper City Hall: I I just tell how it is. Yeah.

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02:42:06.150 --> 02:42:06.930

Cooper City Hall: right?

1119

02:42:07.970 --> 02:42:09.959

Cooper City Hall: Couple of day.

1120

02:42:11.860 --> 02:42:16.689

Cooper City Hall: you know, people always say they want honesty, but they don't really like it. You know what I mean for you to direct.

1121

02:42:16.970 --> 02:42:20.630

Cooper City Hall: So how long do we need until we can evaluate.

1122

02:42:21.470 --> 02:42:28.840

Cooper City Hall: Yeah, I would say, you know, the just, our overall organization assessment is ongoing.

1123

02:42:29.610 --> 02:42:36.280

Cooper City Hall: you know, I I can't sit here today and tell you guys that that overall assessment is going to be done in the next couple of weeks.

1124

02:42:36.380 --> 02:42:46.479

Cooper City Hall: you know the immediate need and the immediate concern certainly is on the finance piece. That's I mean, I think, without a doubt, we all agree. That's structurally the the point where we really need to

1125

02:42:46.660 --> 02:42:52.119

Cooper City Hall: to to address first. My recommendation is to define, what do you want to do?

1126

02:42:54.180 --> 02:42:54.940

Cooper City Hall: I'm not

1127

02:42:56.660 --> 02:43:02.719

Cooper City Hall: believe it or not a nicer than you, which is kind of scary. I want you. I would like a time certain, because

1128

02:43:02.950 --> 02:43:07.379

Cooper City Hall: I agree we're in sync today. I agree that

1129

02:43:08.330 --> 02:43:13.789

Cooper City Hall: there are things that have not been addressed. I, I and I said, stated earlier back.

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02:43:14.260 --> 02:43:15.500

Cooper City Hall: there are

1131

02:43:16.630 --> 02:43:22.610

Cooper City Hall: an Hr. Department that was expanded. But it's it's not so. If we can

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02:43:23.700 --> 02:43:30.210

Cooper City Hall: figure that out before October first. I would love that because I don't want to put something in there

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02:43:32.050 --> 02:43:34.450

Cooper City Hall: that is not needed

1134

02:43:35.240 --> 02:43:50.500

Cooper City Hall: if I don't have to. If that makes sense. Okay? And candidly, I'm not sure that I'm ready to increase the department by half a person. I agree with that. Yeah, because I don't think that the department.

1135

02:43:52.040 --> 02:44:12.370

Cooper City Hall: and it's already doubled. It went from one to 2. Now it's going from 2 to 2.5, and there will be another half right, which is all right. Well, but so all of that. And it's not. It's not again. I I mean, I do mean it's a nice way. It's not you. It's the department.

1136

02:44:12.380 --> 02:44:22.460

Cooper City Hall: So I went from from 100 to 200 to now, 200 to 250, and I would rather go back to 100, and then because then.

1137

02:44:22.850 --> 02:44:33.659

Cooper City Hall: if it's wrong, it's costing me $87,000 compared to 2 of them or 3 of them, and they're doing the same exact job, because the the people have not increased.

1138

02:44:34.000 --> 02:44:41.449

Cooper City Hall: the duties have not increased. Because if you look at I had asked her, we had agreed

1139

02:44:41.620 --> 02:45:07.920

Cooper City Hall: months ago, if everybody could write down what they did that way, we knew, and it was supposed to go hand in hand with the comp studied the analogy that I made was, yeah, t, I'm sure. So I would have a a cup of tea, and with a cup of tea I take a teaspoon of sugar. What I didn't realize was I was using an American teaspoon. I was using a very high American teaspoon that did not help my sugar and tape, when I

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02:45:07.920 --> 02:45:15.169

Cooper City Hall: cut back, took out the sugar and and made a conscious effort and wrote down every single thing that I did, I realized.

1141

02:45:15.170 --> 02:45:42.580

Cooper City Hall: So that's why. And that was my analogy. It may not make sense, but it did to me. So we had asked the employees whether you were the person that that clean the parks, or whether you were you to write down what you do for a couple of weeks that way. We know how you actually allocating your time, because I can say that the city manager is running the entire city. But if this and I'm just using you, if the city manager is really spending all of his time

1142

02:45:42.760 --> 02:46:02.209

Cooper City Hall: riding around. Then he's not, you know. He doesn't have his phone. He's not. He's not running the city. So then I would potentially reclassify you because you're not, or add there the

reasoning was also, we have employees that wear multiple hats. So while you might be classified as a grounds keeper. You might be

1143

02:46:02.250 --> 02:46:07.859

Cooper City Hall: a fleet manager in reality, because of all the things that you do with the time spent. So

1144

02:46:07.880 --> 02:46:21.609

Cooper City Hall: with all that we looked at, or at least I I can say, speak for myself. I looked at what everybody responded, and when I look at the responses and I'm not going to call anyone out, but when you look at at the responses of how people maintain their day

1145

02:46:21.770 --> 02:46:33.280

Cooper City Hall: and what they were doing it, it it doesn't bode well for what's going on. So look at those, make a comment. And next time I'm just gonna let Ryan talk to you shorter than I am.

1146

02:46:34.330 --> 02:46:38.230

Cooper City Hall: It's okay. Sorry here.

1147

02:46:38.360 --> 02:46:44.450

Cooper City Hall: Oh, I'm sorry we not not on that Just a couple of smaller things. But

1148

02:46:44.700 --> 02:46:54.959

Cooper City Hall: I noticed that some departments have. I'm going to call them recognition. It calls it service awards and plaques. it's also under public relations, which is, I think, what we were talking about earlier.

1149

02:46:55.010 --> 02:46:58.600

Cooper City Hall: Maybe I would rename to something else because it is confusing.

1150

02:46:58.810 --> 02:47:12.409

Cooper City Hall: would it make sense to move? You know, I think public works has a quarterly awards in their department. Would it make sense to just put it all in Hr recognition category? And then

1151

02:47:12.750 --> 02:47:15.080

Cooper City Hall: Hr. Can manage that process with them.

1152

02:47:16.100 --> 02:47:28.409

Cooper City Hall: you know. Yeah, which it seems to. It's like Amazon Prime. It's like And then the other thing we have events

1153

02:47:28.990 --> 02:47:31.429

Cooper City Hall: on, you know, miscellaneous events.

1154

02:47:31.440 --> 02:47:36.559

Cooper City Hall: we have farewells. I specifically remember being asked to

1155

02:47:36.640 --> 02:47:40.119

Cooper City Hall: give money for a farewell party for Joe

1156

02:47:40.240 --> 02:47:44.210

Cooper City Hall: and Marcia at the time. And yeah, I think

1157

02:47:44.490 --> 02:47:48.599

Cooper City Hall: some of us gave. But the point is, why, why were we being asked to give

1158

02:47:49.470 --> 02:47:58.720

Cooper City Hall: when we have a budget for that? you got suckered in a given money at it well, to me. I assume there is no budget for that. and

1159

02:47:58.810 --> 02:48:02.760

Cooper City Hall: I don't think we should be out. I don't think employees should be asked to to give money if

1160

02:48:02.830 --> 02:48:04.010

Cooper City Hall: there's a budget for that

1161

02:48:04.310 --> 02:48:11.289

Cooper City Hall: great. So what was the budget there last year? Or

1162

02:48:11.640 --> 02:48:12.940

I think we don't

1163

02:48:15.300 --> 02:48:19.530

Cooper City Hall: so like they left with cash, or we're having I mean Joe left with a lot of cash.

1164

02:48:20.670 --> 02:48:32.970

Cooper City Hall: anyway. So no, but I I mean, I'm just like annoyed that I'm seeing this, and we were asked to give money to somebody who had a huge separation agreement. You know that should be.

1165

02:48:33.190 --> 02:48:35.760

Cooper City Hall: I don't think we should be soliciting employees for

1166

02:48:36.020 --> 02:48:37.600

Cooper City Hall: those kinds of things. So

1167

02:48:37.640 --> 02:48:40.220

Cooper City Hall: policy wise, I think that should be not allowed.

1168

02:48:44.500 --> 02:49:07.069

Cooper City Hall: or at least have an explanation of what yeah or like, we we're paying. But I thought I was buying the chicken penders. Well, but I gave them money. It's my understanding that the city can't. We can give food. I don't think we can give a gift, so I think what Lord has said was correct. It was we

were soliciting for a farewell gift. Thank you for your service. But we were not. That's where our money went.

1169

02:49:07.070 --> 02:49:23.110

Cooper City Hall: but it did not go towards the food that went with it. That's what's the budget. I don't think I can be clear, and it should be consistent if we're doing that, you know. No, I've I've seen multiple other employees leave, retire, etc. and get no nothing.

1170

02:49:23.410 --> 02:49:38.549

Cooper City Hall: And well, maybe you weren't asked. But I wasn't invited, perhaps. but I'm just saying it should be consistent. It shouldn't be just the manager so sorry I didn't. I didn't know the specifics of that one, but I had to ask when I saw that line item

1171

02:49:38.900 --> 02:49:48.610

Cooper City Hall: you get money to? Can I ask another question? So I I promise it's nicer. The professional services.

1172

02:49:48.690 --> 02:50:06.299

Cooper City Hall: we have. I know we have. We have ROM book, and then we have someone from Bso Klausner. I think that's our segue. I think that's our segregation. It's in the page. I apologize. The lobbyists for the Florida. I I I didn't realize I'd put.

1173

02:50:06.700 --> 02:50:08.500

Cooper City Hall: I thought I was so many talking.

1174

02:50:08.510 --> 02:50:12.810

Cooper City Hall: Oh, yeah, absolutely okay.

1175

02:50:12.900 --> 02:50:18.459

Cooper City Hall: Well, worth

1176

02:50:18.790 --> 02:50:35.879

Cooper City Hall: what is it? What is? I don't know. I was very well, Ron Ron book, because our lobbyists Klausner is a special attorney that works on Bso. Matters, and Mr. Hordes if you'd like you so

1177

02:50:35.900 --> 02:50:59.880

Cooper City Hall: because there are special counsel for litigation that gets Pso. The pension obligations. Okay, so that we're no well, it makes sense now that I see it under legal my phone. For some reason I thought you were Hr, and I'm like, What is this? sorry. Ignore me. The city phones, and maybe complaints in December or January. yes, we've off coaching this and

1178

02:51:00.420 --> 02:51:09.050

Cooper City Hall: actuary the counter from the allegation phrase in our amendment. The word that process is starting to clear the definition. And vm, so the process, the setting

1179

02:51:09.580 --> 02:51:11.100

Cooper City Hall: right got a good.

1180

02:51:11.210 --> 02:51:20.710

Cooper City Hall: Can we have later on in the discussion on the after what's whatever the next or what they the number one. I haven't seen that. Okay, okay.

1181

02:51:21.760 --> 02:51:35.289

Cooper City Hall: it was related to legal. I just was, gonna say, if there were additional. So this isn't directly related to legal. But Ron book is on this, so I can use that.

1182

02:51:35.550 --> 02:51:41.769

Cooper City Hall: I just wanted to keep in mind, and I was going to ask you at some point during this hearing? Maybe at the end.

1183

02:51:42.170 --> 02:51:49.310

Cooper City Hall: what items do you recommend in this budget that we can put in our next year's legislative priorities.

1184

02:51:49.560 --> 02:51:53.259

Cooper City Hall: So keep that in mind. If anyone else has any ideas.

1185

02:51:54.460 --> 02:51:58.540

Cooper City Hall: I I have a question per capita.

1186

02:51:59.430 --> 02:52:12.430

Cooper City Hall: the legal feature. So what it. How are we compared to our neighbors like

1187

02:52:13.350 --> 02:52:23.380

Cooper City Hall: there's a lot smaller city. So I was wondering if they paid less than us, or how's that work for capital. The South West Ranch is more than any other city in.

1188

02:52:23.650 --> 02:52:29.920

Cooper City Hall: Really, I don't know. I don't have a name to the law firm, currently, but I'm

1189

02:52:30.630 --> 02:52:46.119

Cooper City Hall: why are you doing? I'm just wondering. Yeah, it's a question. Move on anything else on that here, and nothing. Let's move to board and committees. Yes, sir, as presented no proposed changes, but certainly welcome to the to the Board's discussion.

1190

02:52:48.190 --> 02:52:50.179

Cooper City Hall: There you go. Okay.

1191

02:52:50.190 --> 02:53:00.470

Cooper City Hall: So 2 things, one I know that they have Well, actually, 3 things, if you don't mind. So I won let me digress historically.

1192

02:53:00.730 --> 02:53:02.460

Cooper City Hall: The

1193

02:53:02.560 --> 02:53:09.519

Cooper City Hall: executive assistant to the mayor and commission was the one that would attend all of the meetings

1194

02:53:09.540 --> 02:53:18.439

Cooper City Hall: for the boards. This was back when kind of make sense, since they they they report to us. So then.

1195

02:53:19.060 --> 02:53:29.950

Cooper City Hall: sometime in the last few years that has changed, and now different department heads that attend those board meetings. And I'll just Carlos, you. The first one I looked at. So Carlos does

1196

02:53:30.100 --> 02:53:36.030

Cooper City Hall: planning and zoning, and Carlos does business advisory board, etc., etc. So.

1197

02:53:36.660 --> 02:53:38.659

Cooper City Hall: But that fell off of

1198

02:53:39.760 --> 02:53:44.810

Cooper City Hall: out felt not fell off of that, I guess, transferred. So I was wondering

1199

02:53:44.830 --> 02:53:52.050

Cooper City Hall: why the transfer because of I'll get it. Just that's one question. Second question is.

1200

02:53:52.070 --> 02:54:02.560

Cooper City Hall: and I know the answer. But I just want to put it out there. There's different amounts. I know one has a business expo. One has a senior expo, but I think the amount should be almost the same.

1201

02:54:02.800 --> 02:54:11.960

Cooper City Hall: because I don't want one board to feel like they're not as appreciated as another, because they don't have an operating air quote budget the same.

1202

02:54:12.120 --> 02:54:16.240

Cooper City Hall: Then if I can add the third question, Mayor, I appreciate your

1203

02:54:16.550 --> 02:54:23.280

Cooper City Hall: what your your patients? if you go on to the Education Advisory Board.

1204

02:54:23.520 --> 02:54:26.700

Cooper City Hall: they have teacher appreciation. Lunch

1205

02:54:27.040 --> 02:54:38.999

Cooper City Hall: at $425 for 7 schools. I have no problem with the teacher. Appreciation lunch. What I had a problem with was the 7 schools, because 2 of those 7 schools are for profit.

1206

02:54:39.790 --> 02:54:46.500

Cooper City Hall: and those are the Charter schools. They are making hundreds of thousands of dollars profit.

1207

02:54:46.890 --> 02:54:56.960

Cooper City Hall: The Grower County School Board is not a for profit, and all the teachers are underpaid, and there is no money, or at least, if there is, hasn't filtered down to the schools yet.

1208

02:54:57.240 --> 02:55:03.270

Cooper City Hall: But why are we funding lunch for teachers in a for-profit school

1209

02:55:04.070 --> 02:55:19.079

Cooper City Hall: that to me sticks in my crow it. That's an old saying, oh, cool. Okay, there you go, so I don't even know what I'm saying. So it bothers me so I would personally. And again, I don't want to step on the AV's toes, but

1210

02:55:19.680 --> 02:55:24.180

Cooper City Hall: it's for profit. So you're making money. Why am I funding your lunch?

1211

02:55:24.210 --> 02:55:35.090

Cooper City Hall: So I gesture of good will at that point, because you can afford to do it, whereas the schools I'm president of the I'm recommending that we remove 850 from that line at home.

1212

02:55:35.330 --> 02:55:37.170

Cooper City Hall: You can take it down to 5.

1213

02:55:37.180 --> 02:55:48.689

Cooper City Hall: Yeah, to take it out of the charter schools. Everyone. Okay. I think you should give due difference to your board appointees. They may have a valid reason

1214

02:55:48.780 --> 02:56:04.069

Cooper City Hall: to include them. We have included them when we have our principal breakfast, which is coming up short, recommend removing from that, too. We have them inclusive because they are here in Cooper City.

1215

02:56:04.390 --> 02:56:06.640

Cooper City Hall: What is, what is that? I don't know.

1216

02:56:07.220 --> 02:56:13.860

Cooper City Hall: That's our 4 54 note timer from Chief Harrington.

1217

02:56:13.930 --> 02:56:16.070

Cooper City Hall: So

1218

02:56:16.250 --> 02:56:19.059

Cooper City Hall: I I have no problem bringing this to the board.

1219

02:56:19.070 --> 02:56:48.930

Cooper City Hall: but I know on our end I just was annoyed, not annoyed. But it's not that the for-profit they're really not. They're not non-profit, that they're still school of city, or is a for profit, too. So yeah.

But the bigger issue, I mean is, is not that it's that they won't give our residents priority and going there right, and they don't have to. But the other thing is on a on a back end of that, and I have no problem with them being included in the the lunch they are, they have they? They're a school within our boundaries.

1220

02:56:49.250 --> 02:56:52.390

Cooper City Hall: but they're for profit. They don't give our residents. And

1221

02:56:52.400 --> 02:57:02.610

Cooper City Hall: when we have just to use the optimist, the optimists have a what is it? A 73. 70% of the optimists have to be residents. 30% cannot be.

1222

02:57:02.700 --> 02:57:13.850

Cooper City Hall: Oh, it works out a lot better than the schools, because how many Cooper City children are in? They aren't. They aren't super seeding students in Franklin and in rent. And so now you go to full money.

1223

02:57:13.920 --> 02:57:17.510

Cooper City Hall: literally full money. It's for a teacher license

1224

02:57:17.700 --> 02:57:33.530

Cooper City Hall: great you that you have against the fact that they are for profit schools. Well, what we're funding them because the teachers and the schools didn't have a amount of money. But every minimal amount. So I'm going to throw this out there. If we're inviting every teacher

1225

02:57:33.760 --> 02:57:42.339

Cooper City Hall: in Cooper City we have private schools and cooper that are not invited. So I kind of understand where Commissioner is coming from. Like, we have 5 public schools.

1226

02:57:42.480 --> 02:57:44.679

Cooper City Hall: traditional public schools, and

1227

02:57:44.970 --> 02:57:54.040

Cooper City Hall: everything else. We should take the. We should leave it to the board. It's the board is at our

1228

02:57:54.090 --> 02:57:59.760

Cooper City Hall: absolutely. But why have a board? If you, taking their prerogative, their decision away?

1229

02:58:00.220 --> 02:58:25.539

Cooper City Hall: They're the board. They're they're boots on the ground. They advise us. I haven't heard any advice, haven't heard the fact that you indicated. Oh, I've had complaints. If one board doesn't like another board getting more much. No, I haven't heard. Come. I didn't say my complaints. I just didn't want anyone to. I can. I'm not a lows. I'm not opposed to hearing it out, hearing what the Board says. If they say yes, you know, reduce it not to post that at all.

1230

02:58:26.160 --> 02:58:31.570

Cooper City Hall: I about a couple of my 4, 20 times I've got. Can we circle back

1231

02:58:31.580 --> 02:58:39.139

Cooper City Hall: just because I have a couple of comments that are related to the Commissioner at this point. number one. I thought the same thing initially about the boards, and then I

1232

02:58:39.230 --> 02:58:43.669

Cooper City Hall: but then I remembered, like as an example. Pnz.

1233

02:58:43.800 --> 02:58:46.620

Cooper City Hall: I was on P. And Z. There, there's no.

1234

02:58:47.090 --> 02:58:58.540

Cooper City Hall: they don't do any hosting. They do a lot of work right. They don't host anything. The only thing we need to the budget was to buy the Polos for the new members, or we have never had one. But now it's just for the new members.

1235

02:58:58.560 --> 02:59:06.210

Cooper City Hall: there may be some legal fees now, because we minimal, because we want there to be an expert there. But that'll probably just go into the legal.

1236

02:59:06.620 --> 02:59:09.670

Cooper City Hall: So that's just an example of a board that I probably wouldn't give

1237

02:59:09.790 --> 02:59:22.439

Cooper City Hall: $3,000 to right? Because what are they going to do? I just didn't want you to make sure that I feel like they should all have an opportunity to bring projects to us, and if we think it's a worthy one. We approve it. And yeah, I'm just saying like, for they wouldn't get approved for him.

1238

02:59:22.510 --> 02:59:23.999

Cooper City Hall: They might, I mean, if they

1239

02:59:24.380 --> 02:59:26.480

Cooper City Hall: I don't know. I don't know. Maybe it's a

1240

02:59:26.490 --> 02:59:31.310

Cooper City Hall: a specialist who helps them rewrite codes and then which we've talked about. But

1241

02:59:32.170 --> 02:59:39.729

Cooper City Hall: currently I don't see any any, and I'm using them as an example

1242

02:59:39.980 --> 02:59:42.670

Cooper City Hall: in my notes is

1243

02:59:42.920 --> 02:59:46.370

Cooper City Hall: some of the items that we have on page 78,

1244

02:59:46.470 --> 02:59:52.319

Cooper City Hall: our city. the events, like senior expo, for example.

1245

02:59:52.470 --> 02:59:56.720

Cooper City Hall: But then we also budget for senior expo.

1246

02:59:57.060 --> 03:00:14.099

Cooper City Hall: probably under parks and ref as an example. So I just think, if we're going to budget for these things. I'm not. I'm not recommending you. Please join. I'm not recommending taking anything away. But I'm saying, why wouldn't we just budget for all the events in one package.

1247

03:00:14.390 --> 03:00:26.560

Cooper City Hall: Okay for the senior expo from the escrow account. That's for the mailer that they get in the postage. that all that that comes from that Esther account all of the other, or I'm sorry that that

1248

03:00:26.750 --> 03:00:35.360

Cooper City Hall: that board account all of the other additions to the event come from the special events.

1249

03:00:35.610 --> 03:00:43.720

Cooper City Hall: So I hear what you're saying. But the Senior Advisory Board they kind of have a one track trajectory.

1250

03:00:44.010 --> 03:00:55.010

Cooper City Hall: saying that very politely, and they they are used to seeing essentially their pots.

1251

03:00:55.300 --> 03:01:11.320

Cooper City Hall: Yeah, it's not just. I'm just. That was the first one I on. But like cause what what happened last year it was all funded through the the boards, and then, when we went to go, make expenses like, ie. Branded. We had no money left in that we had no money in the special event, because it had all come from the board account.

1252

03:01:11.670 --> 03:01:18.099

Cooper City Hall: Oh, you guys took all their so it was all over there. And you guys, last year the Finance, the previous finance director cut the budget.

1253

03:01:18.440 --> 03:01:20.979

Cooper City Hall: You cut the board account number from us.

1254

03:01:22.720 --> 03:01:37.429

Cooper City Hall: So so other examples like the Business Advisory Board.

1255

03:01:37.620 --> 03:01:46.090

Cooper City Hall: So, Justin Cuddy, I'm I'm literally saying I don't really don't. So, Michael, to either put it all

1256

03:01:46.550 --> 03:01:50.500

Cooper City Hall: under one or the other. Anything that's under the board, like even tastes of the city.

1257

03:01:50.630 --> 03:01:52.910

Cooper City Hall: is great event.

1258

03:01:53.080 --> 03:01:55.339

Cooper City Hall: the Business Advisory Board

1259

03:01:55.630 --> 03:01:59.290

Cooper City Hall: supports it through community development. I would

1260

03:01:59.550 --> 03:02:26.899

Cooper City Hall: I would just. I just want to see consistent. We put all back onto the board. Those boards are going to make sure the staff doesn't over spend the money guaranteed so. And that's what they did when the the most money that we do spend on it is the mailer and the postage. So let's put that all back to the boards, and then they're like policing it. I have no all across the board. I'm talking about any event that that is primarily

1261

03:02:27.210 --> 03:02:42.839

Cooper City Hall: driven by a board right should be budgeted for the board. So you're probably going to go. I I assume that you're going to talk about the mailer that goes out for the same, and the post which yes, I I again I hear what you're saying. But our seniors. They look forward to that miller every year.

1262

03:02:42.930 --> 03:03:01.409

Cooper City Hall: and we had made the. We brought it to the board. We made the recommendation to either try and make it smaller, to save some money on printing, or eliminate it in total. And unfortunately, the senior community. They're just not there yet. They're they're used to getting it in the mail

1263

03:03:01.410 --> 03:03:13.830

Cooper City Hall: It goes over to 10,000 over 10,000 households, and then we, of course, we have extras that we put in our facilities, and some of the dating facilities, and others so hypothetically. If nobody in my house is over the age of 40,

1264

03:03:13.980 --> 03:03:19.500

Cooper City Hall: are we getting it? Everyone gets it, they can. Yes, so everybody is getting okay. That's why

1265

03:03:20.010 --> 03:03:23.130

Cooper City Hall: it's

1266

03:03:24.650 --> 03:03:26.360

Cooper City Hall: thank you.

1267

03:03:26.750 --> 03:03:28.589

Cooper City Hall: Like your hair.

1268

03:03:31.060 --> 03:03:33.540

Cooper City Hall: Anything else on board and committees

1269

03:03:34.540 --> 03:03:35.989

hold on 1 s.

1270

03:03:36.770 --> 03:03:45.159

Cooper City Hall: Oh, yeah, I have one more. page 81. Why are we advertising 3 ads per year?

1271

03:03:45.440 --> 03:04:07.980

Cooper City Hall: Oh, darn it, I keep doing that. Sorry. Okay, well, I have several, but one is the Plantation Sports Directory for 2,700. Why am I advertising in the city of plantation? Not that they're not nice. But

1272

03:04:08.190 --> 03:04:08.960

Cooper City Hall: why?

1273

03:04:10.240 --> 03:04:19.060

Cooper City Hall: states you wanted to, then? Oh, okay, so does anyone know what that is? It's on page 81 under advertising.

1274

03:04:21.340 --> 03:04:25.080

Cooper City Hall: Oh, my, I circled that one, too. It doesn't make any sense.

1275

03:04:25.470 --> 03:04:36.629

Cooper City Hall: My my idea what that might be. Okay. Well, then, can we figure out what that is? And let us know, because that

1276

03:04:37.400 --> 03:04:55.670

Cooper City Hall: that we advertise it? Wait, did you say something to him as well. I like that one. Let's cut it out.

1277

03:04:55.820 --> 03:05:24.420

Cooper City Hall: you know, getting picked on. So I was just I don't know why we we need that. We don't know what it is, so we have a darn good reason to why it should be in there. We'll get rid of it, and then right. But but I don't understand why we need an athletic sports directory and plantation. It's it's it's a regional thing. It's it's a the Yellow Book. They they average activities. But why do I need to advertise in that 3 times a year? How many people from plantation in essence am I getting

1278

03:05:24.420 --> 03:05:29.890

Cooper City Hall: into the optimist? For?

1279

03:05:29.930 --> 03:05:52.070

Cooper City Hall: It's not. It's a multi-desciple piece that goes out and says, Here's what's going on in Davey. Here's what's going on, and they have. They have a couple of different ones. So can we get more information on this? I absolutely like to see, but right dedicate any money towards it, and then it's kind of easy. Yes, I I think we should remove it. And and if he has a good idea to put it.

1280

03:05:52.410 --> 03:06:06.309

Cooper City Hall: I'm okay with removing that. And then I also had a question of why do we have sat phones in there? Satellite phones? Yeah, that's because if we have a natural disaster. but that should go to the emergency. Yeah.

1281

03:06:06.990 --> 03:06:13.099

Cooper City Hall: I we had satellite phones, if I remember correctly, when Ferrara and Valente.

1282

03:06:13.220 --> 03:06:31.820

Cooper City Hall: or in office, is the last time a satellite phone was used. Am I correct? Because I'm looking at you, Tim? Now they test them every month. But do you? But are they used. Oh, they're made for the emergency, right? But so. But why is there $4,000 in the budget for them

1283

03:06:32.040 --> 03:06:33.570

Cooper City Hall: and expired?

1284

03:06:33.910 --> 03:06:53.310

Cooper City Hall: It's not in phone you get to pay for the we could. Probably we probably should look at prices, I mean, I think they are cheaper than that now. So just that just seems like an enormous amount of money for something that when was the last time that we actually needed it? But you, you up with last hurricane had probably. Oh, 5! That's one of those ones you don't want to not have when you need it.

1285

03:06:53.780 --> 03:07:01.410

Cooper City Hall: But how hard is it to by minutes? I grant it when there, there's no communication is not what I want to buy minutes, but

1286

03:07:01.490 --> 03:07:19.259

Cooper City Hall: I'm just. And how many minutes do I need like? Can I. I know I go to Europe, and I spend $50, and I get a month worth of data and phone. So I understand. But then, if for some reason I'm running low. I can up my data right there. I don't need to spend a hundred dollars a month to do that.

1287

03:07:19.260 --> 03:07:43.870

Cooper City Hall: It's kind of costly. Yeah, this is a lot of money, for we should just look at what's the minimum and then find out when we're looking. Is it something that I can make a call on my sack phone and and up the data if I need to, we'll be glad to look into that. And then, oh, sorry. But yeah, I recently looked into some different prices with different vendors, and we were able to get this vendor to a price or match the lowest

1288

03:07:44.000 --> 03:07:45.080

Cooper City Hall: and

1289

03:07:45.100 --> 03:08:14.370

Cooper City Hall: currently with the vendor that we currently have. We've had them for a few years. The minutes have been stacking, so we have over. I don't know the exact number, but like 6,000 min or something, if we' to go to another. yeah, we go to another vendor. We lose those minutes, but they also follow the same thing where they will also stackable. So there's different. There are different vendors that offer it, or at least a different SIM, because we have the, we have the actual sat phone. But we could just change the SIM if we need to for iridium

1290

03:08:14.460 --> 03:08:28.349

Cooper City Hall: But it's just there satellite phones we have, we currently have 4. So if there's a different, if there's a everything's in a SIM card that makes my phone a sat, phone. Then how hard is it to quickly buy a SIM card?

1291

03:08:28.930 --> 03:08:53.929

Cooper City Hall: It wouldn't be difficult to buy a SIM card but we it would just need to match the the phone that it goes to. They're already. It's out satellite phone. You can't buy it. They're car carrying a hurricane now, and you can't buy the same cordon. So you didn't know Apple? No, we have the phone. You have to have numbers. You have to have that for like they have, like the satellite phone numbers for the. So when we negotiated this, the cheapest is going to be. Yeah, this is the

1292

03:08:53.930 --> 03:09:01.270

Cooper City Hall: I just looked at one because I was going to go to the Bahamas, and they we we can get them cheaper, I think. Maybe not all of the current equipment. But

1293

03:09:01.360 --> 03:09:02.549

Cooper City Hall: there should be.

1294

03:09:03.450 --> 03:09:14.709

Cooper City Hall: That's something I'd like to see looked into as possible. And then the I was gonna say, low main. I don't make it log main. Go to meetings, the 3 subscriptions. What was that?

1295

03:09:14.710 --> 03:09:40.170

Cooper City Hall: It's a maintenance. It's like a zoom thing also right? But we have several different versions of zoom things. No, no, no, I know. So right, I have several. Well, I don't know if this is zoom, because it doesn't, because zoom is underneath it for $4,500. Right? Right? Right? It is a different right? So my question is, Oh, did you have the answer to that thing? But what question did you have of the log main gotomeeting subscriptions. We have all different.

1296

03:09:40.250 --> 03:09:56.190

Cooper City Hall: we separated them so that we ran into an issue previously, where everybody was using zoom at 1 point, and something got messed with that messed up our our commission meetings. So we separated it so that any any of the

1297

03:09:56.190 --> 03:10:20.280

Cooper City Hall: board advisory meetings, and everything was going to be used by Gotomeeting, where multiple people had logins for those. And then we would use our zoom just for our commission meetings. since then, I mean, that was during covid times. Those were different things that we had put

in in place at that time. I'm not saying things can't change now, but I think that we could probably save the 15 or $1,050

1298

03:10:20.280 --> 03:10:47.429

Cooper City Hall: and stick with Zoom if I were to make that recommendation. Would that hurt you? Hinder you, or heard our meeting people zooming in, or whatever remaining in? No, we would probably need. We need to look into a little bit more, but we'd probably need to look into increasing licenses on Zoom, and then getting rid of whatever license we use for Gotomeeting, because I know with the commission meetings how many the last time we had someone actually on Zoom was when it was the the mosque.

1299

03:10:47.430 --> 03:11:08.840

Cooper City Hall: Other than that it was. I don't think there's anyone. Yes, if they people watch it every meeting on Zoom. Oh, they don't. They just don't call it okay. So I would like you. I, Mr. City manager, is it possible that we could look into the $51,050 if we needed or not? Certainly. Okay, thank you. I'll I'll I'll show someone else a chance. Thank you.

1300

03:11:09.230 --> 03:11:13.860

Cooper City Hall: yeah, I'm just looking at the business expo mail or another mailer.

1301

03:11:13.920 --> 03:11:22.630

Cooper City Hall: I'm going to defer to Mr. Vega to see if it's necessary. But It's perfect timing, sir, because he's the next.

1302

03:11:23.700 --> 03:11:36.690

Cooper City Hall: and have a hot seat. I mean, have a seat. I definitely want to. I want to have it move to the Advisory. But do we need a mail in? I I went away from the mailer this year. Okay, so we can cut this different.

1303

03:11:36.730 --> 03:11:39.220

Cooper City Hall: I'm trying to

1304

03:11:39.400 --> 03:11:47.160

Cooper City Hall: visual methods. so let you know if it works. Okay. So we're kind of. That's the 3,500, and it'll be okay.

1305

03:11:47.340 --> 03:11:52.150

Cooper City Hall: I want to say, cut it, I would say. Maybe

1306

03:11:52.410 --> 03:12:07.100

Cooper City Hall: we change the footnote to something else, because instead of the mailer, I use that money towards improving the expo for this year this year, we're gonna They just have money to get the boots. The trade show groups instead of the actual mailers.

1307

03:12:07.160 --> 03:12:14.930

Cooper City Hall: some sort of cutting it out of the budget. We can we purpose

1308

03:12:20.600 --> 03:12:21.400

Cooper City Hall: right?

1309

03:12:22.570 --> 03:12:25.820

Cooper City Hall: My question, why, why is the inp not under Hr.

1310

03:12:27.050 --> 03:12:30.670

Cooper City Hall: Or actually find it's a rolling.

1311

03:12:30.740 --> 03:12:42.380

Cooper City Hall: Yeah, it's not uncommon that to be a non-departmental. That's not. That is not Carlos. Just what department are you? Which?

1312

03:12:42.480 --> 03:12:43.890

Cooper City Hall: Alright, yes.

1313

03:12:46.140 --> 03:12:47.070

Cooper City Hall: yes.

1314

03:12:48.700 --> 03:13:03.039

Cooper City Hall: yeah, that that's not uncommon, Commissioner, that that would be parked in non-departmental, just because it is touching all those other departments. That's another one where you could capture. For example, you're talking about the Amazon earlier and some of those other area now work, and that move on.

1315

03:13:04.260 --> 03:13:05.010

Cooper City Hall: And

1316

03:13:05.990 --> 03:13:30.359

Cooper City Hall: without further ado, Mr. Reag has joined us for community development. He's got some. I'm sorry, Mayor, I did. Yes, it's over that. There's no change from last year. There is no debt service in the general fund. This is a basically just a cost. And as I understand it, that's been used in the past for a line of credit in case of the storms that like to roll around in the

1317

03:13:30.380 --> 03:13:42.980

Cooper City Hall: yes. Then why do we have a budget. We we talked about that earlier about the tech service. Yes, we'll pick that up. We'll pick that up further. But that was not related to that that is correct. I'm moving on to the bill.

1318

03:13:43.620 --> 03:13:47.060

Cooper City Hall: That's right.

1319

03:13:48.310 --> 03:13:59.330

Cooper City Hall: we start on page 89 with Carlos. And then his detail from there. 89, 90 Cv, I'm a

1320

03:14:01.830 --> 03:14:04.090

Cooper City Hall: I have a question.

1321

03:14:04.220 --> 03:14:06.980

Cooper City Hall: the

1322

03:14:08.720 --> 03:14:16.459

Cooper City Hall: that was budgeted at 0. So ignore that the professional services, the landscape. So yeah.

1323

03:14:17.310 --> 03:14:18.460

Cooper City Hall: what we got.

1324

03:14:18.530 --> 03:14:22.589

Cooper City Hall: Well, the city went away from the our first position.

1325

03:14:22.640 --> 03:14:32.570

Cooper City Hall: so we do deal with a lot of developers and have to meet the city's requirements for landscaping trees that have a certain amount of green space and amount of trees.

1326

03:14:32.660 --> 03:14:47.460

Cooper City Hall: certain trees in the, so that we they have to follow. So we need. We don't have an expert in house that does that. And so we have to go out and get a consultant. Prior to that. It used to be done by

1327

03:14:47.550 --> 03:14:54.020

Cooper City Hall: when the city went away from getting rid of that position. Now I have to go out and get the consultant to do that for us.

1328

03:14:54.500 --> 03:14:59.969

Cooper City Hall: Okay, so that's but is that something that we can? Since we're doing that, can we pass that on to the developer.

1329

03:15:00.500 --> 03:15:02.509

Cooper City Hall: make that part of the cost.

1330

03:15:02.880 --> 03:15:13.279

Cooper City Hall: Is that something that we passed on to make part of the call the Plan Review? We could probably we could do that on the land development on their building services.

1331

03:15:13.650 --> 03:15:17.649

Cooper City Hall: They stuff to go out and do like inspections.

1332

03:15:17.990 --> 03:15:46.209

Cooper City Hall: Why, if it's a cost that we in car, it was my understanding. And maybe I'm wrong. History, city attorney. We can really look at that. I mean again, there may be a distinction for what we could do with the banking fees. There would be general fund fees, anything related to plan reviews like plan review like, who goes can be born to the the Tod app. And that is what is, how. So is that part of that is part of it correct or so typically like we do that a lot with, especially with our traffic studies.

1333

03:15:46.210 --> 03:15:55.329

Cooper City Hall: We'll do it as a password cost, and they cut us to check, and then we pay the hand it directly. so that is something we can look at. But in the meantime,

1334

03:15:56.100 --> 03:15:58.659

Cooper City Hall: is that fee isn't created yet.

1335

03:15:58.740 --> 03:16:14.620

Cooper City Hall: that's part of our impact being land development study that's coming up soon. that will be okay. So maybe some passport. I would like to pass through the whole $10,000. I mean, if I'm in carrying that, and I'm incurring that to

1336

03:16:14.890 --> 03:16:32.419

Cooper City Hall: send someone to look at and to explain to you why you need A, B and C, then that, in my opinion. So I mean, I know that's not something we have now, but that's something that we can potentially put in. And that's a win-win. that was my one question there, and I believe that that's a

1337

03:16:33.600 --> 03:16:39.290

Cooper City Hall: Only one person in our department has a cell phone, and I believe it would be double

1338

03:16:39.960 --> 03:16:45.550

Cooper City Hall: sorry. No, only one person has a stipend. I have a city issue phone.

1339

03:16:47.230 --> 03:16:50.330

Cooper City Hall: I don't think there's we don't know the cost of this yet right.

1340

03:16:50.930 --> 03:16:56.150

Cooper City Hall: but I I don't think we should have any city phones.

1341

03:16:56.180 --> 03:17:02.269

Cooper City Hall: I originally had a second, and then I went away from.

1342

03:17:02.490 --> 03:17:20.420

Cooper City Hall: I would like to save money, and and you know and then I have control over, because, like, I think, it was you or the mayor that said, if if Mr. Smith leaves, and I have a public records request and he got a stipend. How do I fulfill that record request when I can't take his phone? Because now he's working in Timbuktu.

1343

03:17:20.530 --> 03:17:27.790

Cooper City Hall: But I can. If it's my phone. Yeah, I don't even think we have them sign a form when they get a stip and telling them their requirements for retention.

1344

03:17:28.510 --> 03:17:44.459

Cooper City Hall: So I would. I guess, Mr. City manager, I don't know if we have an an agreement, but we would like to leave off, stipend and stick with having them have their own city cell phones. I don't agree with that. I'm not talking about for the commission I'm talking about people who

1345

03:17:44.650 --> 03:17:46.450

Cooper City Hall: you know?

1346

03:17:46.710 --> 03:17:57.050

Cooper City Hall: you might, because I we know our requirements right. But if I'm just an employee here and I'm getting $9, do you? Do you think that they know they have to keep these records and stuff?

1347

03:17:57.300 --> 03:18:09.320

Cooper City Hall: And and they're sh! They're not. It's not. I would think not. But I would hope that they do from the education from the director. We we don't. We don't even give up the directors to the education.

1348

03:18:10.480 --> 03:18:14.040

Cooper City Hall: don't you? Don't the directors attend the

1349

03:18:14.350 --> 03:18:15.780

Cooper City Hall: ethics meetings

1350

03:18:16.900 --> 03:18:22.970

Cooper City Hall: not required? I'm aware of I I certainly the presentations that we see, but I know some of the records have been.

1351

03:18:23.050 --> 03:18:28.049

Cooper City Hall: But I but I don't know that it's a

1352

03:18:28.100 --> 03:18:37.190

Cooper City Hall: so what's going up, I guess, is the is the question for today. What's going up

1353

03:18:37.490 --> 03:18:44.619

Cooper City Hall: We did add on their program. No, no, no, on the cell phones. I I don't.

1354

03:18:44.670 --> 03:18:49.580

Cooper City Hall: Okay.

1355

03:18:49.990 --> 03:18:52.470

Cooper City Hall: Oh, so does Jason get a

1356

03:18:52.500 --> 03:19:00.419

Cooper City Hall: but did he get a stip in last year, and why then? Why, if you go from 1,260 to 1,680,

1357

03:19:02.250 --> 03:19:03.720

Cooper City Hall: we have

1358

03:19:04.280 --> 03:19:13.620

Cooper City Hall: right that you do have that last year as well. It's my question. Yeah. But he's got a city phone.

1359

03:19:13.990 --> 03:19:28.740

Cooper City Hall: not a. And the other one has a stipend. Right? Yes, okay. So your budget, we're budgeting for you to have a, and although you have a city phone.

1360

03:19:28.800 --> 03:19:30.890

Cooper City Hall: so it should be 8, 40, right?

1361

03:19:31.170 --> 03:19:43.069

Cooper City Hall: But even if he did have a stipend. So that the question is, how did that go up? Just random arbitrarily?

1362

03:19:43.890 --> 03:19:45.410

Cooper City Hall: No, no.

1363

03:19:45.630 --> 03:19:51.430

Cooper City Hall: So what made him go from 1260 to 1680.

1364

03:19:51.930 --> 03:19:59.080

Cooper City Hall: With the the new software, they take the Bsa and they try to port it with the budget software

1365

03:19:59.360 --> 03:20:04.190

Cooper City Hall: and it. And that's why we can it. So that's something that we can adjust. Mr. City manager.

1366

03:20:04.500 --> 03:20:13.610

Cooper City Hall: Yeah, we'll let Michael follow up to to see. It may just be a mapping issue with gravity as well. So we we can definitely follow up on that. But it

1367

03:20:14.920 --> 03:20:16.540

Cooper City Hall: the

1368

03:20:17.740 --> 03:20:20.180

Cooper City Hall: what was the did you fill your plan or spot? Yet

1369

03:20:20.510 --> 03:20:27.110

Cooper City Hall: we we we advertised it. We close the now we're going to the applications setting up the.

1370

03:20:27.370 --> 03:20:35.149

Cooper City Hall: So we we had, we. We added a plan. We actually added a planner when we convert, when we merge these departments.

1371

03:20:36.210 --> 03:20:37.909

Cooper City Hall: I really think if

1372

03:20:37.990 --> 03:21:06.429

Cooper City Hall: but we had already fired a planner, I really think that that Planner. We hired that that extra spot should be somebody who has a traffic experience, because that's the one piece we're missing, and we have to constantly, you know, get a consultant. I'm not sure the traffic planners is that a type of position there is? but the consultant is a suit cost. We don't pay for that. So when we hire Kimberly Horn, that's okay. Why don't we just pay it

1373

03:21:07.540 --> 03:21:21.050

Cooper City Hall: or Dino, or somebody? We do a giant? But what I'm saying is one of our main issues here. It's traffic, and there's not a lot of building.

1374

03:21:21.640 --> 03:21:35.750

Cooper City Hall: There's nothing else to build in, Cooper. I mean, there's a few that's redeveloped. There's a lot of it's only those inspections. There's a new projects that are going to be online on the Tc own, just purchased from the

1375

03:21:35.950 --> 03:21:45.249

Cooper City Hall: from the Anson property. We've got the crunky piece on this and road that that's going to be a following 90 and

1376

03:21:45.380 --> 03:22:03.629

Cooper City Hall: account own proposals. we still have the gold steam property next to Bright Star that they're going to develop the still areas to develop the Hanson 5 acres us post office. Here's the thing. Still a lot of, though we we have less of less place than we than we had

1377

03:22:03.690 --> 03:22:04.850

Cooper City Hall: 10 years ago.

1378

03:22:05.660 --> 03:22:12.789

Cooper City Hall: But we have 80%. No 100 was that 50% more planning no one to 200% more?

1379

03:22:13.110 --> 03:22:16.909

Cooper City Hall: I don't know. We had a plan. And then we had a direct.

1380

03:22:18.220 --> 03:22:20.969

Cooper City Hall: But that guy who who is the direct?

1381

03:22:21.470 --> 03:22:25.460

Cooper City Hall: He didn't do anything now. He is like he did like 0 work.

1382

03:22:25.470 --> 03:22:32.760

Cooper City Hall: I mean that. But what I'm saying no longer here, but the positions are still there. We had a growth management director. We have a same planner.

1383

03:22:32.860 --> 03:22:38.870

Cooper City Hall: What I'm saying is we're in the department and wouldn't, wouldn't.

1384

03:22:38.980 --> 03:22:58.270

Cooper City Hall: How do we make that position? We added last year with the we had it, I mean, we didn't hands the position. I don't know. Why wouldn't we traffic? Why wouldn't we gear it more? As forge traffic, though, is that? Is that like a and I don't know. Is there is there planners that are traffic planners.

1385

03:22:58.300 --> 03:23:03.309

Cooper City Hall: because those are the things that we always have that are traffic oriented. But

1386

03:23:03.530 --> 03:23:07.019

Cooper City Hall: it cost more money than what we have allocated, how much more

1387

03:23:07.470 --> 03:23:11.160

Cooper City Hall: they're looking at 80 to 90 as opposed to what

1388

03:23:11.590 --> 03:23:18.099

Cooper City Hall: we were like? 58, 60. But how much do we year do we spend all these traffic studies and stuff.

1389

03:23:24.540 --> 03:23:30.840

Cooper City Hall: And what do we spend last year?

1390

03:23:32.500 --> 03:23:44.699

Cooper City Hall: Okay, this is the one we we no, but we also hire them, even though we pass it through. It's like we hire them to on every one of these projects. These charts you have an item on there about

1391

03:23:44.830 --> 03:23:57.820

Cooper City Hall: speed bumps or something. I don't want to make any decisions without a professional, you know, and I'll say I I mean, I think the concept of if we can hire a planner with traffic background. That's great. I think that's a lot different, though, then

1392

03:23:57.860 --> 03:24:05.250

Cooper City Hall: some of these questions that that come up that are really more geared towards a traditional traffic engineer.

1393

03:24:05.460 --> 03:24:31.669

Cooper City Hall: you know. And so, you know, traditionally, on the planner side and local governments, typically someone would be a municipal planner, and they have background and plan reviews and and different pieces like that, that traffic piece. Typically a lot of times. The local government is a subset. And then, especially when you're getting like, you know, we need some type of analysis, or we need, you know, if if, in my opinion, we have less space than we had before

1394

03:24:32.280 --> 03:24:33.360

Cooper City Hall: we.

1395

03:24:33.900 --> 03:24:36.729

Cooper City Hall: I would think we would need to start changing

1396

03:24:37.460 --> 03:24:40.670

Cooper City Hall: towards right like. So if you had a bunch of

1397

03:24:41.040 --> 03:24:53.650

Cooper City Hall: vacant land, it's different need. Then you have land that's being redeveloped like this. Different needs. So traffic continues to be from Commissioner Catsman to put down a trap

1398

03:24:53.810 --> 03:24:55.210

Cooper City Hall: traffic planning

1399

03:24:55.220 --> 03:25:01.330

Cooper City Hall: preferred. I'd ask you to look at it. But I mean.

1400

03:25:01.470 --> 03:25:04.350

Cooper City Hall: if you don't find

1401

03:25:04.370 --> 03:25:15.630

Cooper City Hall: somebody who has that experience or or the search doesn't come out to be what you. I don't know if you could get something like that that also overlays what you guys, currently, I don't know. Yeah.

1402

03:25:17.440 --> 03:25:25.240

Cooper City Hall: So I'm just saying, before we commit to be an employee because we're obviously not going to hire somebody, and then came to get rid of them right. But I'm just thinking.

1403

03:25:25.340 --> 03:25:31.690

Cooper City Hall: you know. Maybe we could look before we seal the deal on that new hire. It's there.

1404

03:25:33.290 --> 03:25:34.080

you know.

1405

03:25:34.210 --> 03:25:35.900

Cooper City Hall: Find a position

1406

03:25:35.920 --> 03:25:46.489

Cooper City Hall: we hire. 4 is usually a 2 level. Very well, but that's what we're talking about the budget. So you're going to help. But that's why we're doing it now. So maybe if that would, if you're saying that the $30,000 more

1407

03:25:46.910 --> 03:25:57.449

Cooper City Hall: and that might be because one of them is going to pass through, though, for some of the stuff, because if we're not charged, yeah, but our our local stuff with our resonance, we can. Yeah, do that. Yeah.

1408

03:25:57.820 --> 03:26:14.159

Cooper City Hall: yeah, I think as well. I mean, it's it's it's not to be underscored that some of that words, the need of a traffic engineer, not a a plan or with traffic background, but an in the actual traffic engineer that can review certain things trying to think of an example like the Pine Island

1409

03:26:14.160 --> 03:26:30.460

Cooper City Hall: situation there, right by Montera. That's not something. I even if we pick up someone for additional. Funny. I'm sorry. No, I interrupted. You. I I I just was saying I mean it. Some of those areas require that expertise. They do. But a lot of the stuff we're trying to do here

1410

03:26:30.870 --> 03:26:38.010

Cooper City Hall: unintended is, have someone drive those projects correct the planner. If they have that experience could be the point

1411

03:26:38.030 --> 03:26:39.430

Cooper City Hall: to assist with that.

1412

03:26:39.920 --> 03:26:52.259

Cooper City Hall: you know, and kind of have that background. We're really using the utilities engineer as our city engineer, which is probably not a normal situation. Right? So if you want to put something through

1413

03:26:52.440 --> 03:26:56.230

Cooper City Hall: to build something, and it has a it goes over to the water department

1414

03:26:56.970 --> 03:27:07.500

Cooper City Hall: like that's most cities. Don't have your utilities directors also, not doing your

1415

03:27:07.740 --> 03:27:11.940

Cooper City Hall: here traffic. He studies stuff right?

1416

03:27:12.030 --> 03:27:19.019

Cooper City Hall: Correct. And yes, and and most of that I would say most communities would utilize a third party

1417

03:27:19.320 --> 03:27:29.080

Cooper City Hall: for the traffic engineer side. And then, Commissioner to your point, have some type of a main primary contact internally, that with that, you know, with that

1418

03:27:29.460 --> 03:27:32.869

Cooper City Hall: company towards that project

1419

03:27:33.720 --> 03:27:34.660

Cooper City Hall: for sure.

1420

03:27:36.380 --> 03:27:43.639

Cooper City Hall: And now I think when you guys split up the the salaries

1421

03:27:44.440 --> 03:27:45.700

Cooper City Hall: for

1422

03:27:46.340 --> 03:27:49.110

Cooper City Hall: I think that they were split wrong

1423

03:27:52.840 --> 03:27:53.830

Cooper City Hall: in the budget.

1424

03:27:54.520 --> 03:28:00.369

Cooper City Hall: And you and you're in between these departments like you under budgeting

1425

03:28:01.160 --> 03:28:01.990

for?

1426

03:28:02.120 --> 03:28:07.930

Cooper City Hall: So Jason and I are.

1427

03:28:08.810 --> 03:28:12.210

Cooper City Hall: Yeah. But again, there is a what is it saying?

1428

03:28:12.550 --> 03:28:13.689

Cooper City Hall: and that.

1429

03:28:14.490 --> 03:28:20.000

Cooper City Hall: yeah, no, I I understand the concept. I don't think

1430

03:28:20.230 --> 03:28:21.709

Cooper City Hall: they got split correctly.

1431

03:28:22.570 --> 03:28:25.919

Cooper City Hall: I think you're under funded, because if you add the 2 amounts together.

1432

03:28:26.830 --> 03:28:29.160

Cooper City Hall: it's coming in lower than it should be.

1433

03:28:32.230 --> 03:28:36.320

Cooper City Hall: You give me an example. You have total funding for

1434

03:28:42.660 --> 03:28:45.790

Cooper City Hall: you, have you have

1435

03:28:46.040 --> 03:28:47.629

Cooper City Hall: community development?

1436

03:28:50.660 --> 03:28:54.279

Cooper City Hall: Yeah, you haven't got it 50 50. It looks like, or.

1437

03:28:54.530 --> 03:28:55.360

Cooper City Hall: yeah.

1438

03:28:55.470 --> 03:28:59.440

Cooper City Hall: I'm 50%. So give me an example.

1439

03:29:00.090 --> 03:29:03.230

Cooper City Hall: You you have jason total at one to 9, right

1440

03:29:05.190 --> 03:29:09.550

Cooper City Hall: but it looks like you have it.

1441

03:29:12.390 --> 03:29:14.849

Cooper City Hall: I don't think this looks right.

1442

03:29:17.150 --> 03:29:18.260

Cooper City Hall: Can you check it?

1443

03:29:18.700 --> 03:29:22.929

Cooper City Hall: We'll definitely be glad to go back. And I think you're going to be

1444

03:29:24.270 --> 03:29:24.960

okay.

1445

03:29:28.250 --> 03:29:34.529

Cooper City Hall: Yeah, we'll we'll definitely go back and double check this. Only the yeah, the 50 55 to 60 40 is now right?

1446

03:29:36.210 --> 03:29:39.989

Cooper City Hall: I think it's I think you guys doubled the 40 40. Instead of that, you know what I mean.

1447

03:29:40.320 --> 03:29:45.959

Cooper City Hall: Michael, can you go back? Make it out to just double check those, please. 640 split

1448

03:29:46.970 --> 03:29:54.329

Cooper City Hall: the senior, and it's it's in Jason like that here. No, Jason's 50 50.

1449

03:29:54.750 --> 03:29:57.000

Cooper City Hall: Well, then, that one.

1450

03:29:58.600 --> 03:30:02.750

Cooper City Hall: And then I also had a question on this transfer.

1451

03:30:06.010 --> 03:30:08.199

Cooper City Hall: we'll transfer a 3 something. But

1452

03:30:14.400 --> 03:30:18.469

Cooper City Hall: what was it over last year was 3, something like that. It was 300 and something.

1453

03:30:18.620 --> 03:30:20.770

Cooper City Hall: either. General.

1454

03:30:23.090 --> 03:30:26.090

Cooper City Hall: okay, yeah. So it has recommended

1455

03:30:26.260 --> 03:30:28.220

Cooper City Hall: at 5 0 6.

1456

03:30:28.500 --> 03:30:31.729

Cooper City Hall: But the actual was 324.

1457

03:30:32.310 --> 03:30:42.650

Cooper City Hall: So the Commissioner will will is that that's on the building. May we pick that up a little later, boss, just as we work through just to keep us in order?

1458

03:30:42.940 --> 03:30:44.239

Cooper City Hall: We're going to

1459

03:30:45.000 --> 03:30:52.290

Cooper City Hall: cause. That's a little later on, public works actually in parks and Rec phone next. And then actually, he comes back.

1460

03:30:52.890 --> 03:30:54.510

Cooper City Hall: He leaves and comes back.

1461

03:30:54.810 --> 03:31:02.770

Cooper City Hall: I just wanted to know just to highlight one of paying on their program expenses. We added $10,000 for a Cdbd

1462

03:31:02.800 --> 03:31:10.170

Cooper City Hall: we had an issue with the county processing all our our Cdpg application.

1463

03:31:10.430 --> 03:31:19.939

Cooper City Hall: They're under their staff. And so we weren't getting anywhere. So we met with the consultant. That's the for a living.

1464

03:31:19.980 --> 03:31:26.280

Cooper City Hall: and he can do all the paperwork and he only charges this. So $1,500 an applicant.

1465

03:31:26.390 --> 03:31:28.180

Cooper City Hall: so we can to our app. Okay.

1466

03:31:28.440 --> 03:31:39.310

Cooper City Hall: so we're gonna take that out of the Cdp. Do funds still have roughly over $100,000 to spend, so they will get people out

1467

03:31:39.360 --> 03:31:40.970

Cooper City Hall: waiting for the.

1468

03:31:41.760 --> 03:31:43.080

Cooper City Hall: It's not gonna work.

1469

03:31:43.310 --> 03:31:47.529

Cooper City Hall: let me tell you. it's married.

1470

03:31:48.060 --> 03:31:50.589

Cooper City Hall: and husband hates doing longer.

1471

03:31:51.100 --> 03:31:57.820

Cooper City Hall: So the and he puts we general all the and

1472

03:31:57.920 --> 03:32:02.940

Cooper City Hall: she says wouldn't be doing. Don't have to do this again, and he says, Thank you, I won't.

1473

03:32:03.070 --> 03:32:09.979

Cooper City Hall: And so we've got her to do everything. If there's a it's an ability to be confidence, or it is smart.

1474

03:32:10.480 --> 03:32:19.639

Cooper City Hall: The county is doing. Your enablement don't like to enable the count when they are responsible for that. Why am I doing here, Joe.

1475

03:32:20.830 --> 03:32:22.880

Cooper City Hall: I had a friend that did that with ironing.

1476

03:32:23.000 --> 03:32:29.520

Cooper City Hall: No, they're not responsible. We get. We'll let. We elected to use them, and they was going to take 10, and it just hasn't worked out.

1477

03:32:29.550 --> 03:32:39.569

Cooper City Hall: So it's not costing us money with it. It is cost, you know. It's $1,300 out, or they were taking it before they were deducting it from us. 1,510%.

1478

03:32:40.650 --> 03:32:48.400

Cooper City Hall: And the actual job. So what is it cost? 40,000

1479

03:32:48.590 --> 03:32:51.910

Cooper City Hall: 44,000.

1480

03:32:52.380 --> 03:32:59.530

Cooper City Hall: So you're saying. if I'm hearing you right.

1481

03:32:59.550 --> 03:33:20.809

Cooper City Hall: he just guessed the 10,000. But that's really it really depends on how much money, how many, 3 years, we we no more than that. We we lost 140,000, I mean most of the jobs, windows, and doors, but they were taking the 10%, even without

1482

03:33:21.270 --> 03:33:22.120

Cooper City Hall: well.

1483

03:33:22.900 --> 03:33:25.559

Cooper City Hall: and in a sense it's good.

1484

03:33:25.810 --> 03:33:27.839

Cooper City Hall: This will. This will help us

1485

03:33:27.920 --> 03:33:30.469

Cooper City Hall: use the money and actually be able to help you

1486

03:33:30.620 --> 03:33:41.230

Cooper City Hall: and save money. It's okay. It's all coming from Cbd. I got before we didn't spend it, and it went back to accounts, but I got to pay it up for?

1487

03:33:41.320 --> 03:33:42.330

Cooper City Hall: Okay.

1488

03:33:42.640 --> 03:33:57.730

Cooper City Hall: that's the only add on, can I have a question to program expenses since we're on that. So we have the business expo for 6,000. Taste the city 8,000. But yet when you go back to boards and committees

1489

03:33:57.810 --> 03:33:59.659

Cooper City Hall: like you have

1490

03:33:59.890 --> 03:34:13.119

Cooper City Hall: The Green Advisory Board has a literally a line item for every single thing we've got. The Education Advisory Board has the money for the lunches in there in there. Why isn't the business advisory in there

1491

03:34:13.230 --> 03:34:42.029

Cooper City Hall: as well. It's going back. We put it back. Oh, we did. Yeah, you didn't. We put all the anything that a board right? But then I saw this here. So I know I'm I'm going over notes. So now it would be a business board, and then it'll say it. Okay. And then who was taste of the city, though that's economic device. So that's that one of the projects that I do on there with the Business Advisory board, but you know it's it's yours. Okay? Well, I have an idea for you. But I'll tell you

1492

03:34:43.070 --> 03:34:47.490

Cooper City Hall: it's going to be awesome. Yeah. of course, it seems like you, and it involves the fire.

1493

03:34:49.070 --> 03:34:58.100

Cooper City Hall: Anything else on community development? They're not. They move on to public work. Mr. Fleming, step right up. Does he come with pizza

1494

03:35:01.470 --> 03:35:02.330

to him.

1495

03:35:07.530 --> 03:35:08.210

You

1496

03:35:08.710 --> 03:35:12.409

Cooper City Hall: all right. So there are obviously several different

1497

03:35:13.000 --> 03:35:19.609

Cooper City Hall: areas with divisions within public works. And I think our first up is on page 94

1498

03:35:20.770 --> 03:35:22.910

Cooper City Hall: Public Works Administration.

1499

03:35:24.780 --> 03:35:28.430

Cooper City Hall: I'll start

1500

03:35:29.470 --> 03:35:35.069

Cooper City Hall: I notice we're paying over time for someone to come up to the Green Advisory Board. Is there somebody who's salaried? Who could

1501

03:35:35.080 --> 03:35:39.820

Cooper City Hall: possibly work those meetings? she's our admin specialist.

1502

03:35:40.090 --> 03:35:42.730

Cooper City Hall: She's not salary. No, I understand. I just

1503

03:35:43.150 --> 03:35:50.500

Cooper City Hall: it just flex the schedule. There you go. There you go. Okay, it flex the schedule. I got a flex for schedule. Yeah, I just think it's

1504

03:35:50.760 --> 03:35:52.099

Cooper City Hall: to pay over time.

1505

03:35:52.310 --> 03:35:55.410

Cooper City Hall: So Management Advisory Board.

1506

03:35:55.430 --> 03:35:57.170

Cooper City Hall: Thank you.

1507

03:35:57.840 --> 03:36:08.339

Cooper City Hall: I just had a note because we talked about this earlier, but where it says supplies, trophies and awards. That was what I was yeah, mentioning, not trying to take your money away. Just put it in, Hr, and let it be

1508

03:36:09.290 --> 03:36:10.280

Cooper City Hall: allocated.

1509

03:36:12.600 --> 03:36:15.430

Cooper City Hall: That was easy. Anyone else.

1510

03:36:16.030 --> 03:36:28.830

Cooper City Hall: Yeah. You only wish. okay, so you want to do it? The admin one first. Yes, sir.

1511

03:36:29.320 --> 03:36:34.450

Cooper City Hall: Contractual services. What was that big jump there?

1512

03:36:34.480 --> 03:36:35.740

Cooper City Hall: That? Wasn't that that?

1513

03:36:36.040 --> 03:36:42.089

Cooper City Hall: The yeah. What's this? A monthly household, hazardous waste

1514

03:36:42.110 --> 03:36:49.249

Cooper City Hall: thing for $24,000? That's where the residents go to will brighter once a month to drop off the hazardous materials.

1515

03:36:50.320 --> 03:36:59.450

Cooper City Hall: We have to do it every month. Because how many people actually do that? Or why is there an increase of that's what they they're they're gonna increase the 2,000 a month

1516

03:37:00.360 --> 03:37:05.610

Cooper City Hall: from 14 on. How many people actually about to use it? It was part of the.

1517

03:37:05.640 --> 03:37:09.460

Cooper City Hall: And that was part of the increase that when waste you

1518

03:37:09.580 --> 03:37:13.729

Cooper City Hall: very recently correct it was. But how many people use it

1519

03:37:14.020 --> 03:37:28.290

Cooper City Hall: I don't know. I don't know. If we have. I don't even know if it's I don't even know if they they have to say, didn't they used to be in Cooper City, though? Oh, yeah, we used to do it twice a year, but it was at the sports complex. So we had to shut down the sports complex twice a year, and we actually had to work it.

1520

03:37:28.630 --> 03:37:41.650

Cooper City Hall: Yeah, yeah, we had that that pay step over time that we're we're gonna like paint, if you want to. So paying away, hey? You go there for 3 h. Yeah. How many people are there when you go? No one.

1521

03:37:43.210 --> 03:37:53.949

Cooper City Hall: So I'm kind of curious. I'm usually in the garbage.

1522

03:37:54.350 --> 03:37:58.750

Cooper City Hall: They'll do it on the portal. I don't know. I we take our stuff there, too.

1523

03:37:59.340 --> 03:38:14.559

Cooper City Hall: That's the place where we have to take all our lamps on lights and stuff batteries back up batteries. And just just for perspective when you're talking. That's that's about $2 a household over a year to be able to have that, I mean, that's you know.

1524

03:38:15.560 --> 03:38:40.139

Cooper City Hall: You know I'm we can certainly require, as far as the count, if they have account, as far as how many folks show up because everybody's got to show an Id to go in there. So if I had to show you my the post, what do you do. What do people really do who don't use this? They start in their questions. Some people do. I throw mine in the garbage? I've never in my life.

1525

03:38:40.180 --> 03:38:58.290

Cooper City Hall: and we're rolling it. I don't know. I don't want to defund it for the budget purposes, but I think we should look at it. Yeah. And maybe it makes the calls. Maybe maybe that should be part of that Rfp. Where they have to take it, or something like well, we it is going to be in the Rp to they get a price on

1526

03:38:58.650 --> 03:39:00.460

Cooper City Hall: okay,

1527

03:39:01.170 --> 03:39:05.040

Cooper City Hall: and hurricane expense. We talked about moving that.

1528

03:39:05.410 --> 03:39:09.799

Cooper City Hall: I guess that. What is that? Or can you just to buy supplies when the storm starts coming?

1529

03:39:10.500 --> 03:39:16.349

Cooper City Hall: Okay? So you want that, are you okay with that moving over? Yeah, okay

1530

03:39:16.520 --> 03:39:18.909

Cooper City Hall: to that. A new creative thing.

1531

03:39:19.030 --> 03:39:30.170

Cooper City Hall: we pay for the cycle collection. Is that the the blue ones? So you have to pay for that. So

1532

03:39:30.330 --> 03:39:35.200

Cooper City Hall: When we started up in free. We started the program. We

1533

03:39:35.300 --> 03:39:40.620

Cooper City Hall: waste management gave us $50,000 towards buying all the recycled. So

1534

03:39:40.660 --> 03:39:43.370

Cooper City Hall: waste management does that one. If a garbage.

1535

03:39:43.390 --> 03:39:51.840

Cooper City Hall: One of the recycled Bens is is damage. They don't replace them. We replace them. I. We have a stack of them, so we spend about $7,000 a year.

1536

03:39:52.230 --> 03:39:58.030

Cooper City Hall: Devin or 77. So I wouldn't. So they replace the

1537

03:39:58.210 --> 03:40:10.200

Cooper City Hall: can. We put it in there? It's gonna be in the R, okay, we're yeah. We want out of this. Yeah, it just seems like, even for storage purposes, it's always and plus they, they're already. It's like stamped. And so now they

1538

03:40:10.270 --> 03:40:16.260

Cooper City Hall: in the Rp. They're going to handle everything so we can take that out it after they are paid there.

1539

03:40:16.960 --> 03:40:20.040

Cooper City Hall: What? So do we budget for half of it. Then

1540

03:40:20.720 --> 03:40:24.620

Cooper City Hall: I mean. I mean, most of what we're buying is the 96.

1541

03:40:24.760 --> 03:40:31.999

Cooper City Hall: Everybody wants to go to the biggest recycled things they've been taking all the smaller ones, and we just, you know, we got stacks.

1542

03:40:34.040 --> 03:40:59.490

Cooper City Hall: Oh, we shouldn't, we should just we shouldn't give them an option. It should. Just that's not arg the trick in this budget thing I get it is to go last because you start getting tired. And now we barely care about 7,000. We are going over 50 bucks earlier. Well, once, once once the Rp comes out and we award it to the contractor, we're we're not going to spend that much. Yeah. But we have a bunch of them now sitting there. So it's like, why, even well, they're gonna and the ones we have are blue

1543

03:40:59.620 --> 03:41:09.840

Cooper City Hall: so well, what would? Why would that have to change? Well, voicemail it gets is they? They're going to give you the green one with the y'all lid. They're not going to. They use the green with the yellow for a cycle. Yeah.

1544

03:41:10.190 --> 03:41:10.950

okay.

1545

03:41:12.160 --> 03:41:17.550

Cooper City Hall: you like apple.

1546

03:41:18.710 --> 03:41:21.550

Cooper City Hall: Why do I have to?

1547

03:41:22.080 --> 03:41:34.069

Cooper City Hall: Well, once they they're just going to. They they're they're not changing. Everyone's at one time they're just in doing. They don't rotate them out, or unless we get a new contractor. Then, whatever they have, that's the wall.

1548

03:41:34.210 --> 03:41:34.870

Alright.

1549

03:41:35.920 --> 03:41:36.710

Okay.

1550

03:41:36.920 --> 03:41:48.949

Cooper City Hall: Whatever color they have, let me street lights, I like to know about street lights. Is that a song. how much money are we? And this might be in risk management, this all a thing over there.

1551

03:41:49.000 --> 03:41:56.610

Cooper City Hall: So the web page, I'm sorry. What page are you on, sir. I'm on page 100.

1552

03:41:56.710 --> 03:42:09.069

Cooper City Hall: No, this is the breakdown, right? So the straight license more on property may be like we get paid. Somebody did. Did I jump? That's okay. I just I just was I could go back to the build the same. I don't know. Let me go back to the admin. I'm sorry.

1553

03:42:09.100 --> 03:42:10.140

Cooper City Hall: No, that's not it.

1554

03:42:10.990 --> 03:42:16.250

Cooper City Hall: No, we had He comes to property name right?

1555

03:42:16.490 --> 03:42:27.640

Cooper City Hall: Okay. Now, did anything change in the public or admin. Okay, no. Alright. All right. yeah. So the next one that that

1556

03:42:27.650 --> 03:42:36.450

Cooper City Hall: right on the public works maintenance. When you guys have like 3 12 on these little footnote next to the employee.

1557

03:42:36.730 --> 03:42:40.050

Cooper City Hall: what is that? Oh, that's

1558

03:42:41.090 --> 03:42:44.850

Cooper City Hall: like in this before, that's the department number. So the

1559

03:42:45.200 --> 03:42:46.360

Cooper City Hall: okay.

1560

03:42:46.740 --> 03:42:56.160

Cooper City Hall: yeah. So play maintenance department state. Well. this is no, I mean, I'm sorry. Property maintenance. It's 3 12.

1561

03:42:56.360 --> 03:42:59.820

Cooper City Hall: So we just need to check on why those are populating there.

1562

03:43:00.210 --> 03:43:02.029

Cooper City Hall: Should it be

1563

03:43:02.080 --> 03:43:32.729

Cooper City Hall: so I guess the one was the street light thing. I want it like, how much have we lost in in this? In the stolen copper that's coming out of this. No, that's not the matter that comes out of risk. I thought. It's coming out of Pso. No, I'm here all night literally all that, all that. Well, this last step that we got on Sterling Road is going to come out of our proper domain. What about shared and street. That's not Stoner, that is, we don't know yet. We wait. What are you guys thinking

1564

03:43:32.810 --> 03:43:34.460

Cooper City Hall: we don't. I don't think it's going.

1565

03:43:34.560 --> 03:43:42.659

Cooper City Hall: It's a bug. What's that mean? Above ground the wires in the air. They're only stealing the ones underground. I got you.

1566

03:43:42.750 --> 03:43:47.509

Cooper City Hall: I I don't want to put any more copper back in there, but not

1567

03:43:48.190 --> 03:44:00.390

Cooper City Hall: oh, no, you could let them know. We don't know. They put the Vickers on it that say aluminum sometimes, and then the problem is you requires.is given us a hard time with that. That's why I I do. You see that report I send you, Kevin

1568

03:44:00.580 --> 03:44:28.870

Cooper City Hall: with fdot in there. Yeah, we've we've already talked at the Ot, and they want engineering drawings. They want everything. So we're not even telling them anymore. We're just going to put cop how much it's it comes in. It comes in at some point here because they give us money for me for maintaining the things. And I think that's where's the money F to you gives us for maintaining. That's in probably mean it's yeah. That's into the streetlight maintenance. Okay, we put that in there

1569

03:44:29.080 --> 03:44:32.329

Cooper City Hall: all right. So whatever, maybe that's the next one over. But

1570

03:44:32.610 --> 03:44:44.930

Cooper City Hall: ha! It might not be profitable. Understand? We might say, take back your your thing if we're having to replace copper or whatever all the time. Yeah, the last time that was falling out there up a hundred 6, you grip them.

1571

03:44:44.980 --> 03:44:50.200

Cooper City Hall: We talked, we talked at that the Ot. And they wanted all these engineering drawn calculations.

1572

03:44:50.320 --> 03:44:52.230

Cooper City Hall: And how much do we get a year from them.

1573

03:44:52.870 --> 03:45:03.010

Cooper City Hall: like, I think, close to like 75,000. Okay? Because I don't want to spend more than 75, because we that's not just that. We also have to maintain with the with, doesn't it? Also?

1574

03:45:03.290 --> 03:45:18.889

Cooper City Hall: So we maintain the lights for mowing. No, they don't give us any money for that. But we're doing we the city? Thanks for that at a road bridge. But why would we pay to mow the grass in certain areas? We don't do it on Pom, the county does that one, though?

1575

03:45:19.240 --> 03:45:20.620

Cooper City Hall: We know all on

1576

03:45:20.830 --> 03:45:29.260

Cooper City Hall: really. Yeah. Why don't I see that county truck out there is pressure cleaning? Then it's all impression. A big green bark, any truck because it'll pressure plane to a roadway

1577

03:45:29.530 --> 03:45:36.959

Cooper City Hall: So they street sweep all their roadways, too. Got you? But they don't maintain the landscaping for the graphs for their occasion.

1578

03:45:37.070 --> 03:45:50.659

Cooper City Hall: Okay, all right. I give up on that. All right. I don't think I have a property maintenance one. Where? Where is the nick at? Where's where's Nick? Nick? Where? Where's his job in his is in

1579

03:45:50.780 --> 03:45:55.319

Cooper City Hall: and 314,

1580

03:45:55.450 --> 03:46:08.540

Cooper City Hall: Commissioner? Okay, so what I did is I am actually eliminating because of position. Yeah, that's what I want to talk about. And I am going to make it. I'm going to promote him to the crew leader for the tree crew and landscaping.

1581

03:46:09.570 --> 03:46:14.190

Cooper City Hall: and I'm taking his position and making another main inspect, too.

1582

03:46:14.220 --> 03:46:16.640

Cooper City Hall: to save money, and that in 314.

1583

03:46:19.220 --> 03:46:19.980

Cooper City Hall: What

1584

03:46:20.080 --> 03:46:24.470

Cooper City Hall: I don't know. If you explain this to me, where is this? Under on page 104,

1585

03:46:24.930 --> 03:46:34.750

Cooper City Hall: I'm on the yeah. The next page is to get a water for. So yeah, yeah.

1586

03:46:35.070 --> 03:46:39.900

Cooper City Hall: So yeah. So the quarter pole technician, I'm eliminating.

1587

03:46:42.190 --> 03:46:53.170

Cooper City Hall: And I'm gonna he's gonna get promoted to the crew leader of another division 3, 17, which we'll cover here to move right? And then I'm taking his job title and making it a maintenance, too.

1588

03:46:53.370 --> 03:47:07.890

Cooper City Hall: to save money when I make it. I mean as one. because I prefer to have a maintenance, too, because I'm trying to get people with the driver's license to run our equipment. And this extra person will actually help with the treat for, too.

1589

03:47:10.650 --> 03:47:21.020

Cooper City Hall: because I need to. I need people with certain drivers license to operate our equipment. They don't have a B driver's license. I can't have them operate the bucket truck the grapple truck to some truck.

1590

03:47:21.990 --> 03:47:27.189

Cooper City Hall: But we're also eliminating field operation supervisor and switching to an assistant director.

1591

03:47:27.240 --> 03:47:29.380

Cooper City Hall: Yeah, well, that's in this year

1592

03:47:29.810 --> 03:47:31.890

Cooper City Hall: already. It's never happened.

1593

03:47:32.950 --> 03:47:34.380

Cooper City Hall: What? What your budget

1594

03:47:34.640 --> 03:47:39.090

Cooper City Hall: at 23. But it doesn't say that here, here it says that there

1595

03:47:39.810 --> 03:47:41.470

Cooper City Hall: that there's nothing

1596

03:47:42.950 --> 03:47:50.120

Cooper City Hall: right. It looks like it's happening in 20 that should have been changed this year and 23 is budget.

1597

03:47:50.390 --> 03:47:53.039

Cooper City Hall: Okay? So the way this is done.

1598

03:47:54.610 --> 03:47:59.050

Cooper City Hall: what's the pay for an assistant director? What's the job description?

1599

03:48:00.960 --> 03:48:04.559

Cooper City Hall: I guess it's a really Hr question. So I guess I would ask, Hr.

1600

03:48:04.780 --> 03:48:08.980

Cooper City Hall: If Hr. Is, we're going to budget for a new position.

1601

03:48:09.190 --> 03:48:10.789

Cooper City Hall: How does Hr. Handle that?

1602

03:48:12.470 --> 03:48:15.260

Cooper City Hall: And if you're telling me that was already done last year.

1603

03:48:15.280 --> 03:48:21.830

Cooper City Hall: my question will be, how do we have a person in a field Operations Supervisor, and an unbudgeted position.

1604

03:48:29.100 --> 03:48:39.290

Cooper City Hall: It wasn't like a it's not a remarkable question. And so now I was just asking a a subset question on that. That was an Hr. Question. They just walked out. So give her a minute to look back.

1605

03:48:39.620 --> 03:48:44.720

Cooper City Hall: because, like so my understanding is.

1606

03:48:45.150 --> 03:48:50.489

Cooper City Hall: and I need to use Pso as an example. But like they have position, code numbers.

1607

03:48:53.530 --> 03:48:54.210

But

1608

03:48:54.510 --> 03:48:56.600

Cooper City Hall: so then, who?

1609

03:48:56.890 --> 03:49:00.069

Cooper City Hall: So our

1610

03:49:02.300 --> 03:49:13.589

Cooper City Hall: still has it as a field operation? Supervisor spot? I am. So how is he getting paid if the position doesn't exist.

1611

03:49:20.550 --> 03:49:23.580

Cooper City Hall: But what I'm saying is eliminated from the budget last year.

1612

03:49:24.520 --> 03:49:28.989

Cooper City Hall: Yeah, I just never got the interview. So my question would be?

1613

03:49:29.720 --> 03:49:31.200

Cooper City Hall: How does it

1614

03:49:32.070 --> 03:49:37.930

Cooper City Hall: so? How does Adp have a how are they paying somebody for a position that doesn't exist?

1615

03:49:38.690 --> 03:49:44.839

Cooper City Hall: So this is the Hr. And why hasn't.

1616

03:49:47.960 --> 03:49:49.689

Cooper City Hall: Why hasn't the promotion happen?

1617

03:49:49.820 --> 03:49:57.079

Cooper City Hall: Well, it's not. It's a deposition, because it's position. We haven't approved it. We we we we we have an approved job. Description.

1618

03:49:58.030 --> 03:50:06.719

Cooper City Hall: So this was an intended thing, and these are the things that get lost. And all of a sudden things get lost. You know, I think we do have a system director's job

1619

03:50:06.800 --> 03:50:07.880

Cooper City Hall: description

1620

03:50:08.320 --> 03:50:10.210

Cooper City Hall: somewhere. Where? Where is it at?

1621

03:50:10.720 --> 03:50:21.559

Cooper City Hall: I have. I'll have to see if we have it, because they have to be approved by all Javascript that be approved by City Commission. Well, we we previously had a system director and public works I asked for.

1622

03:50:21.860 --> 03:50:25.669

I came on and asked for all approved job descriptions, and I don't have one for that.

1623

03:50:26.140 --> 03:50:29.640

Cooper City Hall: because back. Then Jim Bowman was the assistant director.

1624

03:50:31.650 --> 03:50:33.070

Cooper City Hall: Yeah.

1625

03:50:33.600 --> 03:50:38.659

Cooper City Hall: so. But it either way. So like I'll give you an example, Captain Giovanni.

1626

03:50:38.690 --> 03:50:41.750

Cooper City Hall: if you wanted to switch a sergeant position from A,

1627

03:50:42.070 --> 03:50:51.070

Cooper City Hall: the lieutenant position. Whatever can you keep somebody like, doesn't your computer not allow? How's that? Like, I want, I want our computer to be like that

1628

03:50:51.490 --> 03:51:02.039

Cooper City Hall: PCM position control number. So that's what I'm trying to figure from an Hr standpoint. How do we? And this also goes into position. Control numbers in in jobs so that

1629

03:51:02.230 --> 03:51:07.020

Cooper City Hall: you know, he comes in happy, and says, start paying like 500,000 a year.

1630

03:51:07.430 --> 03:51:14.489

Cooper City Hall: and Hr. Goes to and you know, like it should it should do that can't, does not allow.

1631

03:51:14.680 --> 03:51:16.750

Cooper City Hall: So that's what I'm trying to figure out.

1632

03:51:17.260 --> 03:51:19.550

Cooper City Hall: There you go alright.

1633

03:51:20.720 --> 03:51:24.800

Cooper City Hall: No, I think the solution is that you need to sit next to the computer

1634

03:51:24.890 --> 03:51:33.409

Cooper City Hall: and just go, but I mean it should. You know they should all slow, and I and it. And one thing that was cool.

1635

03:51:33.550 --> 03:51:41.309

Cooper City Hall: it's happened on some of these. You have position numbers on some of them, but other ones don't have it. I don't know if that's the printing thing in gravity.

1636

03:51:41.920 --> 03:51:42.800

Cooper City Hall: Well, you have.

1637

03:51:42.900 --> 03:51:50.569

Cooper City Hall: and this gravity thing, and how you have your you have the position. Oh, no, maybe maybe it's an all, maybe some yes, never on the next of the salaries. It has it.

1638

03:51:51.810 --> 03:51:56.500

Cooper City Hall: Some of them had their position numbers some of these pages here, I think they all. I don't think

1639

03:51:56.840 --> 03:51:58.119

Cooper City Hall: maybe

1640

03:52:00.660 --> 03:52:06.250

Cooper City Hall: like no, I don't see any, for like a maintenance. No, there's no there's known for that.

1641

03:52:08.880 --> 03:52:22.810

Cooper City Hall: So let let us do this, Commissioner and in commission we'll go ahead. Let's let's let us dig into this section here. I don't want to. I don't want to make for any changes that we know what's happening. What's going on because this this is acting as if we're ratifying. Shrink changes.

1642

03:52:23.480 --> 03:52:32.370

Cooper City Hall: I understand. I'm I'm saying, allow us to go back on this sheet, and we'll review it again. This is, you know, we're just talking about the proposed at this point, you guys haven't ratified anything.

1643

03:52:32.810 --> 03:52:49.659

Cooper City Hall: But we had. So, okay, imagine we get rid of this field operations spot and making the assistant directors, by which I sure I wouldn't agree with the flow chart, because it doesn't have many things coming under the assistant. It just has. Basically.

1644

03:52:49.800 --> 03:52:56.459

Cooper City Hall: one department doesn't have the like with the facilities be under them and all that like on the flow chart thing.

1645

03:52:56.470 --> 03:52:57.980

Cooper City Hall: I understand. But

1646

03:52:58.060 --> 03:53:00.950

Cooper City Hall: imagine we did that. and then

1647

03:53:01.670 --> 03:53:04.809

Cooper City Hall: we don't approve assistant director. It.

1648

03:53:05.300 --> 03:53:07.839

Cooper City Hall: Tim's out of a job that would be crazy.

1649

03:53:09.080 --> 03:53:14.320

Cooper City Hall: So usually you'd put like your current one and your proposed one, and you see, but only one of them is going to be funded

1650

03:53:15.420 --> 03:53:23.700

Cooper City Hall: right. That's what you would you would do? But what if next thing you know, you have to have a medical license to be assistant director being outrageous? Right?

1651

03:53:23.990 --> 03:53:26.799

Cooper City Hall: Tim says he's not going back to school.

1652

03:53:27.170 --> 03:53:47.959

Cooper City Hall: So then what would he fall back into?

1653

03:53:48.480 --> 03:53:49.560

Cooper City Hall: Done? Right?

1654

03:53:50.300 --> 03:54:17.880

Cooper City Hall: Yeah, I think it's kind of yeah, equally. I mean, we could put just the one in, and then and then, if the board said, No, we don't agree with this. We want to do something different. Then you would just, you would say you're putting a higher one in without us having approved the job description a pay scale. And that that's the problem. Sure that that's what I'm saying, if you would just allow us to go back and get those additional details, because I agree with you that that information should be in the so, but I for my question for Hr. Which is here now, how does that work? How? How do we have a

1655

03:54:17.900 --> 03:54:26.650

Cooper City Hall: person in a position? How is Adp. Not the same as what was approved in the budget last year. This it would be an Hr. Question

1656

03:54:27.360 --> 03:54:32.409

Cooper City Hall: cool. The Assistant director position was approved.

1657

03:54:36.890 --> 03:54:39.440

Cooper City Hall: but

1658

03:54:39.630 --> 03:54:42.370

Cooper City Hall: well it there, and

1659

03:54:42.510 --> 03:54:44.090

Cooper City Hall: that position was

1660

03:54:44.180 --> 03:54:56.240

Cooper City Hall: approved, and in the operation position was removed. So it wasn't like we prevent. So how do we have someone in a operations, because it's not just the promotion. It's a changing job description which we haven't.

1661

03:54:56.430 --> 03:55:04.740

Cooper City Hall: you know. Come up with, and all, and and system directors have to be approved by city commission, too. So it's not like you could take it from a secretary to a senior secretary.

1662

03:55:05.360 --> 03:55:18.099

Cooper City Hall: So my my Hr. Question with me. How do you have, Tim? And it's you. So I'd say any other. How is Tim in a field operations position for a year when that position doesn't exist

1663

03:55:18.510 --> 03:55:21.969

Cooper City Hall: on our books. So that's the question for Hr.

1664

03:55:26.820 --> 03:55:31.960

Cooper City Hall: And I'm sorry, was Field Operation Supervisor included in Last Budget. No.

1665

03:55:32.620 --> 03:55:37.790

Cooper City Hall: depends on the report. There. You look at it looks like it was, but really in reality wasn't right.

1666

03:55:38.150 --> 03:55:51.210

Cooper City Hall: and because it wasn't corrected in Hr. System when they put this, when they when they ported this into the new gravity. It appears like it's new this year, but we're finding out that it wasn't new this year. It was last year. So how do we have someone in a in an unfunded position?

1667

03:55:52.990 --> 03:55:56.339

Cooper City Hall: Yeah. And the complicated your new. So I ask. Hr.

1668

03:55:56.760 --> 03:56:01.509

Cooper City Hall: so it's come on. It looks confused.

1669

03:56:01.640 --> 03:56:02.930

Cooper City Hall: Change in the budget.

1670

03:56:06.500 --> 03:56:07.480

Your mind.

1671

03:56:11.910 --> 03:56:13.280

Cooper City Hall: you understand the question.

1672

03:56:13.430 --> 03:56:14.720

Okay, okay.

1673

03:56:19.170 --> 03:56:20.230

Cooper City Hall: yes. Some

1674

03:56:20.900 --> 03:56:36.549

Cooper City Hall: lack of communication here. No, no, no, I'm Let's not. Let's walk this through. So either it wasn't changed and somebody made up a new budget, or what like, what's the process? When we approved the budget? Then how does it get put into this system?

1675

03:56:38.520 --> 03:56:43.679

Cooper City Hall: So we adopted it, adopted the budget, and we take it from 10

1676

03:56:43.710 --> 03:56:47.779

Cooper City Hall: to 9 positions. How does Hr, then what's the process.

1677

03:56:49.910 --> 03:56:51.760

Cooper City Hall: You get changed in the.

1678

03:56:52.470 --> 03:56:55.190

Cooper City Hall: I understand. But they we added mass here. Yes.

1679

03:56:55.760 --> 03:57:02.990

Cooper City Hall: it was in the budget process, and they removed. This current position in is gone, and I can only imagine that 80 P. M.

1680

03:57:04.140 --> 03:57:11.000

Cooper City Hall: I. We're not. We must not be using Adp, because Atp must have a feature where you can. You can add in position, control numbers.

1681

03:57:11.240 --> 03:57:19.389

Cooper City Hall: and when you no longer have that number, then it would 80 people give you a kick back because you have. You're asking for 10. You only have 9 or something to that effect. I imagine

1682

03:57:20.390 --> 03:57:29.710

Cooper City Hall: I'm not certain at this time, Commissioner. I'd be glad to look into it, but I'm I'm not sure, and it just it goes to the same with. There should be a feature to port in the budget into adp.

1683

03:57:29.720 --> 03:57:31.290

Cooper City Hall: I imagine. Right?

1684

03:57:32.280 --> 03:57:48.709

Cooper City Hall: I'm I'm not certain of all of adps function we have. Let me ask this question, do we have any? And do we have any other employees in non-budgeted positions. Oh, I don't believe so, not. I was just talking to him. I never got anything in reference to the Associate system director.

1685

03:57:48.910 --> 03:57:51.739

Cooper City Hall: So this would have been a Tom. Good issue.

1686

03:57:51.780 --> 03:57:56.620

Cooper City Hall: No, no, Budget, we've proved the. But in the the department.

1687

03:57:56.850 --> 03:58:04.449

Cooper City Hall: then, was Tom quick. No, it's the city manager, Hr. And the finance department. That's who it would be. Okay.

1688

03:58:05.050 --> 03:58:14.359

Cooper City Hall: right? I mean, he doesn't. He doesn't tell his. He doesn't tell downtown. Pso. Oh, give me an extra. No, they tell him. Here's your you know. Your budgeted positions.

1689

03:58:14.640 --> 03:58:32.810

Cooper City Hall: you know, is every department would want more. Just put them on. Yeah. And I would say, You know, it certainly seems like we've got to sip this out some. I mean mayor in permission. If you'd allowed me a little bit of time to to work on that. I'll definitely It seems like we need to sort that out and and be glad to do so.

1690

03:58:33.850 --> 03:58:35.270

Cooper City Hall: just looking forward

1691

03:58:35.890 --> 03:58:38.140

Cooper City Hall: any other questions on the public.

1692

03:58:41.550 --> 03:58:46.449

Cooper City Hall: What do you want to be going through the public for?

1693

03:58:51.550 --> 03:58:52.920

Cooper City Hall: That's a me.

1694

03:58:54.950 --> 03:58:56.800

Cooper City Hall: Are there any other changes in here

1695

03:58:57.050 --> 03:59:01.990

Cooper City Hall: The only change is the

1696

03:59:03.180 --> 03:59:06.299

Cooper City Hall: the 317, the public Work street maintenance

1697

03:59:07.120 --> 03:59:15.619

Cooper City Hall: in the in the job. Title there's 2 and 3.

1698

03:59:15.620 --> 03:59:38.360

Cooper City Hall: We're talking about the part, and I'll just point out, you know, contract our contract service to mowing line if you see that's up $143,000. That's again a contract that was already bid. And those are the results. But that's not that that you know. That really wasn't what happened, because we we added additional services that we budget for. It wasn't not budget, for maybe they took it from something else.

1699

03:59:38.360 --> 03:59:48.239

Cooper City Hall: Yeah, commission. I just pointed out, related to that that department. I just that that line in them. So you you guys are asking for 83% more $142,000 more. Why.

1700

03:59:48.760 --> 04:00:00.100

Cooper City Hall: but that's not true. We know we budgeted, we budgeted for the increase. Now, I don't know if it was from a different line item. But we did budget for it. Remember, we knew it's coming back. Was that out of beautification or something? Or are you

1701

04:00:00.140 --> 04:00:07.510

Cooper City Hall: And contract service, mowing Michael under the 3 14

1702

04:00:07.640 --> 04:00:12.610

Cooper City Hall: 0 1, 3, 3, 14, 5, 3, 1, 2, 2, 5.

1703

04:00:13.600 --> 04:00:18.969

Cooper City Hall: Oh, that's contract! Just it's just up, David.

1704

04:00:19.000 --> 04:00:26.740

Cooper City Hall: That was the one that we put out. We we put out. We didn't. We didn't award until December. If I know we budgeted for it. We didn't.

1705

04:00:27.280 --> 04:00:28.480

Cooper City Hall: Joe it out.

1706

04:00:29.590 --> 04:00:31.080

Cooper City Hall: He never voted for it.

1707

04:00:31.870 --> 04:00:38.870

Cooper City Hall: This was the one we talked about, instead of the just cut the grass, and it being low, having a you know, you have X amount. Okay?

1708

04:00:39.130 --> 04:00:40.270

Cooper City Hall: Alright.

1709

04:00:40.500 --> 04:00:43.820

Cooper City Hall: Same with the road bridge.

1710

04:00:44.600 --> 04:00:45.280

Okay?

1711

04:00:46.370 --> 04:00:51.549

Cooper City Hall: Because, so this is this one here is just for parts and facilities.

1712

04:00:52.300 --> 04:01:07.279

Cooper City Hall: Alright increase, and we we split that contract into 2 contract, and then the road bridge has the other portion where it's going to be on this, too, and I know that it was going up, but I know we budgeted, and we said it was going to come from beautification or something I don't know.

1713

04:01:07.540 --> 04:01:09.920

Cooper City Hall: But all right, whatever

1714

04:01:11.210 --> 04:01:18.589

Cooper City Hall: we're moving on to the subsequent week services I don't know. And then we have. Yeah.

1715

04:01:20.210 --> 04:01:24.820

Cooper City Hall: okay, never mind. Sorry. Like I said.

1716

04:01:27.810 --> 04:01:36.290

Cooper City Hall: I have one question. on page 113, the diagnostic computer. I know we had a lot of discussions about the fleet.

1717

04:01:37.200 --> 04:01:41.820

Cooper City Hall: Will this diagnostic computer be able to diagnose non forwards?

1718

04:01:41.840 --> 04:01:46.149

Cooper City Hall: No, because all this well, the computer will. But the software we only have this before

1719

04:01:46.960 --> 04:01:48.319

Cooper City Hall: I'm a traditional

1720

04:01:48.660 --> 04:01:53.350

Cooper City Hall: cost would be to. I don't know. I have to do the research on that.

1721

04:01:53.490 --> 04:02:01.140

Cooper City Hall: But each you to make requires a different right software. But the computer is, it is just like a regular computer. It's a tough one.

1722

04:02:01.450 --> 04:02:07.229

Cooper City Hall: The software is the issue, right? So if we decided to get

1723

04:02:07.350 --> 04:02:11.949

Cooper City Hall: Chevy and Chevy's, you could buy the software.

1724

04:02:12.690 --> 04:02:13.370

Cooper City Hall: But

1725

04:02:14.660 --> 04:02:20.830

Cooper City Hall: reference to that question. So when I take my car to the mechanic, he just literally hooks it up and

1726

04:02:21.470 --> 04:02:27.570

Cooper City Hall: looks at his phone computer whatever and knows exactly if it's an electronic issue, what's wrong?

1727

04:02:27.920 --> 04:02:28.820

Cooper City Hall: So

1728

04:02:29.050 --> 04:02:47.420

Cooper City Hall: how much would it cost for the software versus if we were to go to someone and just have them plug it into their computer if we get something that we want to afford. whatever their dog diagnosis. But isn't that I don't know how much the the software is. I mean, if the software is insane and we have

1729

04:02:48.100 --> 04:02:52.770

Cooper City Hall: 1, 2, 3 cars that are not Ford, is it

1730

04:02:53.250 --> 04:03:04.630

Cooper City Hall: cost effective to buy a software when it? How often sorry. How often are those cars going to need service need to be plugged into this diagnostic tool where it might be

1731

04:03:05.240 --> 04:03:23.069

Cooper City Hall: logical to go over to whatever ABC. Mechanic and have him give it a plug in 3 times. What are you there? You take it to the whatever manufacturer. It is right that that sounds like I mean just something before we go and look at that. I would rather look at all the

1732

04:03:23.520 --> 04:03:27.090

Cooper City Hall: all the other pieces, and try and save whatever I can.

1733

04:03:27.250 --> 04:03:28.020

Cooper City Hall: Yeah, totally.

1734

04:03:30.280 --> 04:03:34.800

Cooper City Hall: There's no I don't see a budgeting for

1735

04:03:36.510 --> 04:03:38.030

Cooper City Hall: the vehicle.

1736

04:03:38.860 --> 04:03:42.800

Cooper City Hall: emergency lights

1737

04:03:43.440 --> 04:03:46.760

Cooper City Hall: and the different things yellow lights

1738

04:03:47.590 --> 04:03:52.409

Cooper City Hall: for our ordinance. Even even when the employees leave their they're not allowed to leave the vehicles running

1739

04:03:52.550 --> 04:03:59.079

Cooper City Hall: unless they have that device, and that that when we pass that vehicle ordinance you can't leave your car running unless you have a device in it

1740

04:03:59.350 --> 04:04:04.039

Cooper City Hall: that you know. That's what they were. The the policy passes that we said.

1741

04:04:04.060 --> 04:04:05.710

Cooper City Hall: the

1742

04:04:05.980 --> 04:04:12.579

Cooper City Hall: you get State law doesn't allow you to leave a car running unless you have a device like the police have where they take their key out, and they can walk away, and the car is running.

1743

04:04:12.970 --> 04:04:19.850

Cooper City Hall: and it's necessary to leave certain vehicles running right when they have the lights, so that ordinance I mean that a policy we passed required

1744

04:04:20.700 --> 04:04:24.100

Cooper City Hall: is the Viet City vehicles to be shut off unless you have the devices.

1745

04:04:27.360 --> 04:04:29.360

Cooper City Hall: not because you didn't read the

1746

04:04:32.280 --> 04:04:35.020

Cooper City Hall: the part. The vehicle policy will have

1747

04:04:35.580 --> 04:04:37.659

Cooper City Hall: costs that need to be.

1748

04:04:37.850 --> 04:04:39.300

Cooper City Hall: you know.

1749

04:04:39.320 --> 04:04:56.170

Cooper City Hall: So we'll have cost to. Yeah, incurred to. To make sure this was in the latest vehicle policy that we passed. Yeah. So what it did was it matched? State law, state law says you can't leave a car running unless you have a yeah, a vigil or whatever. So we should be already already been doing that. What kind of vehicles need to be on that are not.

1750

04:04:56.270 --> 04:05:01.809

Cooper City Hall: Obviously, that's a different animal, is that? Well, I mean, we leave our vehicles on when we're not in it, for

1751

04:05:01.860 --> 04:05:08.920

Cooper City Hall: you know we don't. But you're not allowed to do that, understand? Well, if if I could interject from it, if it if we

1752

04:05:09.080 --> 04:05:29.910

Cooper City Hall: I I think Commissioner is definitely a good point that we'll note it, and and I agree that it we need to make sure that there's budgetary funds for it. But I just want to make sure we continue to move through. If it's okay with the commission related to to those items versus talking about, it's a simple and bigger problem. My question is, are we accounting for costs that we're going to be required to encourage?

1753

04:05:29.980 --> 04:05:43.789

Cooper City Hall: Sure, we just bought a bunch of vehicles that are going to have to be outfitted with different things. Right? Yes, sir, where are those costs on here? Yes, my hope would be related to the vehicles that were just purchased, that that stuff is addressed prior to the end of this fiscal year.

1754

04:05:44.110 --> 04:05:48.459

Cooper City Hall: Okay, where would that be? What line? I don't want that being.

1755

04:05:49.080 --> 04:05:52.000

Cooper City Hall: Yeah, it would not pick up in here.

1756

04:05:53.070 --> 04:06:01.450

Cooper City Hall: honestly, I think, Commissioner, we we should have the funding left over. I mean, we? We can go back and look related to that item.

1757

04:06:01.990 --> 04:06:09.319

Cooper City Hall: and I. And again, I I'm not discouraging to say that is something that we should look into. But I also want to be respectful of

1758

04:06:09.430 --> 04:06:18.829

Cooper City Hall: of just how we continue to move forward. And and if there are items that you feel that are not in here that we need to. How much I have and how? What timeframe do you have

1759

04:06:18.910 --> 04:06:45.349

Cooper City Hall: get through this? I guess that would be a better question. No, no, because we could do us over 2 days. A lot of people do it over 2 days. Yeah, I honestly, I I mean, I'm fine with how we're

moving forward. I just met in general. I I don't mind saying, certainly the yellow lights and the device. And where is the cost for it. Let us go back to that and work on that versus perhaps kind of taking that next step to where we are saying how many you know just that overall

1760

04:06:45.630 --> 04:07:12.100

Cooper City Hall: general discussion versus that budgetary. You guys tell me what level of discussion you want. We're going to have a more detail one later on it's up to you guys. So do you want it to like? No, no, I'm I'm good Commissioner definitely. My macro will do, Macro. No, my my point was just that you got to remember. This is the first time a lot of people are seeing this, because this wasn't the unfortunately, the thing wasn't posted until this morning, which which we know is not in compliance with State law.

1761

04:07:12.660 --> 04:07:14.869

Cooper City Hall: Right? Not it shouldn't stay long. What is it?

1762

04:07:14.940 --> 04:07:27.539

Cooper City Hall: Yeah. So I understand these things take a little bit longer, but when we are just not complying with things we should do. This is what happens, I think, if I May. I think what you're trying to say is like

1763

04:07:27.820 --> 04:07:28.870

Cooper City Hall: when we

1764

04:07:28.920 --> 04:07:32.760

Cooper City Hall: and and I think you understand, it's just in your new. We're all

1765

04:07:32.850 --> 04:07:43.659

Cooper City Hall: trying to make it work? It's. you know, when we pass an ordinance. What's the process to ensure that every line in that ordinance is being

1766

04:07:43.810 --> 04:07:48.349

Cooper City Hall: enforced and and pursued when we passed the budget.

1767

04:07:48.790 --> 04:08:13.799

Cooper City Hall: What are the steps to make sure, you know? Is there a new position? Is there an old position that was removed? Absolutely, you know. So I think that's am I right? That's exactly exactly I myself. But I think we in general assume. And maybe that's bad, because that's an old odd couple of comment. But we assume that if I'm passing it, that it's happening.

1768

04:08:14.080 --> 04:08:24.049

Cooper City Hall: so I'm I don't, because then I'm I don't want to focus on minutia, because that's the chef. I'm just a sushi. So sure.

1769

04:08:24.140 --> 04:08:43.599

Cooper City Hall: Sure. Yeah, no, no, I'm good. And and I I I think certainly to your point, Commissioner. Those the yellow lights and those pieces. We need to make sure those are implemented. And if if they're not in here, we need to go back and definitely make sure those are included. I wasn't down by that. I just I just was saying that

1770

04:08:44.040 --> 04:09:00.389

Cooper City Hall: As we continue on working through it. I'm I'm I want to make sure we. you know, speak into that budget piece. And and and then, if there are additional items that we need to have follow up discussion on, and I've been trying to jot them down as well as there might be items that require

1771

04:09:00.410 --> 04:09:08.089

Cooper City Hall: additional further discussion that our important discussion but may not be necessarily tied directly to this. To the budget, was all I made.

1772

04:09:09.330 --> 04:09:21.159

Cooper City Hall: I just, Commissioner, cast me say, great. We're we're on maintenance now. We have 4 positions budgeted right for street maintenance. Now we know one of them is going to be filled to a transfer. Yes, sir, the other 3,

1773

04:09:21.410 --> 04:09:38.109

Cooper City Hall: for for one year we've had 4 positions budgeted definitely, none of more advertised. So I'm just trying. I want to do one that makes, I think that's absolutely a a a good good question, man. So like, how does that happen like we to our budget approved something for positions and the heck? Are they not going to go out the advertisement?

1774

04:09:38.130 --> 04:09:39.960

Cooper City Hall: Yes. So that's a question.

1775

04:09:40.440 --> 04:09:51.999

Cooper City Hall: Yeah. And they haven't gone yet. And you're right. I mean, there's they should be out. And and that's something they're trying to get it out. They cheat. Cheryl's having a problem with 88 a one year.

1776

04:09:53.190 --> 04:09:55.559

Cooper City Hall: Yeah, Commissioner, and I would agree. I mean, I

1777

04:09:55.790 --> 04:10:14.969

Cooper City Hall: I remember correctly, they were not. They were not the job. Titles weren't advertised exactly. They were not. They needed A, B and C, and they were advertised as De and F. They there was never truly to advertise. Yes, it was yeah. And they original. And last year, with the crew leader, a trades worker, one a main and 2, and a maintenance one.

1778

04:10:15.020 --> 04:10:18.130

Cooper City Hall: The problem is, none of those things can be required to be.

1779

04:10:18.850 --> 04:10:33.459

Cooper City Hall: I don't need a trades worker that can get buildings like that, or irrigation system out there being a labor or doing crimin trees? Part of my interruption, are we on? Are we on streets maintenance now? Okay, I have project. So

1780

04:10:33.640 --> 04:10:39.269

Cooper City Hall: to save money, too. That's why I went with 3 maintenance to, and we fire them to have a B driver's license

1781

04:10:39.510 --> 04:10:42.180

Cooper City Hall: so they can't offer it or equipment.

1782

04:10:43.920 --> 04:11:13.550

Cooper City Hall: because it wasn't in any other requirements. And in Commissioner, just to follow up. So I'm crystal clear. I agree with you. 100 that page 116, and and that transition absolutely deserves to be discussed about and have an opportunity for any question that you guys cool one. We're

transitioning from what we did last year. But to nothing happened. Last year we found we created the 4 positions and nothing get back. Sure, and I think I'll just say one. Tim can definitely speak to this piece here of the transition proposed.

1783

04:11:13.550 --> 04:11:26.039

Cooper City Hall: and to your spot on to say when things get approved. I can't have 4 spots, I understand. Yeah, absolutely. Why is that the case? you know.

1784

04:11:26.500 --> 04:11:30.149

Cooper City Hall: 43 weeks later that that that's the case.

1785

04:11:30.240 --> 04:11:36.879

Cooper City Hall: you know. I don't have that answer. I I agree with you to say, you know I can only assure you, looking forward as we are moving forward, that

1786

04:11:36.900 --> 04:11:40.350

Cooper City Hall: you know when when the Commission approves something in the budget.

1787

04:11:40.400 --> 04:11:47.710

Cooper City Hall: you know, it's a priority, and we'll work towards that. you know, with, I can assure you, with this upcoming budget. That's where we're heading to

1788

04:11:47.790 --> 04:11:57.389

Cooper City Hall: cause I I don't have that because we did that in lieu of outsourcing tree trimming. But did we? Last year we cut the trees? So yeah, I got out there every week. But

1789

04:11:57.580 --> 04:12:02.730

Cooper City Hall: but I'm I'm taking. No, I'm taking my staff from park maintenance right now.

1790

04:12:03.070 --> 04:12:05.670

Cooper City Hall: and we're out there drumming trees. And

1791

04:12:06.010 --> 04:12:20.380

Cooper City Hall: and we had no contract last year for it. Okay? So you know like that to the residents all of a sudden. Yes, sir, okay. You know what we're going to go from contract returning to. We're going to bring our own in-house thing. In we cut contract, return we? We don't hire anyone for this. What do you call it? And now we're moving.

1792

04:12:21.220 --> 04:12:44.870

Cooper City Hall: So this is the thing. If I don't get a request for hosting a position. I don't know. I'm not in constant contract in the budget, as far as all the decisions that are getting approved. So if I don't get like, I believe Carlos got approved for last year, and he said this, I'm ready to go in and hire someone who all the process, he requested. We put it up for

1793

04:12:44.980 --> 04:12:47.030

Cooper City Hall: my classification. So

1794

04:12:47.180 --> 04:12:59.349

Cooper City Hall: if I don't have a request to to hold something and move it over. I don't know if that decision not approved or not, and in reference to the assistant director.

1795

04:12:59.420 --> 04:13:16.390

Cooper City Hall: I have it in the request for the concept. I didn't know that was supposed to be a decision that was in the budget, and therefore it was no job description for that. So I, it's one of the additional decisions that we requested as part of the conversation study.

1796

04:13:16.660 --> 04:13:17.840

Cooper City Hall: Yeah, so.

1797

04:13:18.100 --> 04:13:34.710

Cooper City Hall: And and there lies difference in having a decentralized hiring where each department's doing their own thing and just telling them, give me this and having me centralized. Hr. In my opinion. So we have to make that decision.

1798

04:13:34.840 --> 04:13:46.980

Cooper City Hall: This. It was decentralized. Each department did what they wanted because there was no Hr. Right? No, I'm telling you. That's the history of it. And then, now, once you centralize it, that changes so like

1799

04:13:47.310 --> 04:13:58.490

Cooper City Hall: what you would from the budget. We we approved it in the budget. You you would be the keeper of it. So it's not then telling you you're the keeper, and saying, I got my list of all these people. How come this one?

1800

04:14:00.800 --> 04:14:01.760

Cooper City Hall: I

1801

04:14:03.440 --> 04:14:08.089

Cooper City Hall: correct once. They

1802

04:14:08.230 --> 04:14:27.980

Cooper City Hall: no, we you had what we had. We approved the budget, some of blind. But then, in her defense

1803

04:14:28.780 --> 04:14:49.639

Cooper City Hall: she was not not necessarily we, but she was the meeting. No, no, no, no! In reference to the landscaping people. It wasn't that she wasn't notified. It was that she was given the wrong titles and classifications to which, so now, Hr. Shouldn't get them from the departments. Hr. Should be getting them. They should be the ones.

1804

04:14:50.480 --> 04:15:02.200

Cooper City Hall: No, Hr. Shouldn't say what is the position? Number this? They're the keepers of the positions

1805

04:15:02.250 --> 04:15:19.220

Cooper City Hall: in fairness to Hr. You know it is. It is that piece to say there's no doubt when the Commission, you know the let me back up when the Commission approves the budget. It's my job to work with the department heads and the Hr. To make sure these things are done

1806

04:15:19.740 --> 04:15:22.140

Cooper City Hall: right and clearly this was not done.

1807

04:15:22.270 --> 04:15:37.890

Cooper City Hall: that that something Commissioner's router to your point. I mean we. There's responsibility. And there is, you know, there is a need to to execute those types of things. But I think it starts as well with

1808

04:15:38.680 --> 04:15:51.620

Cooper City Hall: that collaborative effort, but also that that leadership to be able to push that forward and and and make sure that I mean, there are a lot of directors. Obviously this one is a whole department. We haven't stood up in 12 months

1809

04:15:52.170 --> 04:15:56.380

Cooper City Hall: right? And you know, I I think that

1810

04:15:56.540 --> 04:16:02.729

Cooper City Hall: it's something that we can rectify, but to your point it it should have been taken care of.

1811

04:16:02.910 --> 04:16:04.880

Cooper City Hall: a a.

1812

04:16:05.070 --> 04:16:12.529

Cooper City Hall: Frankly, shortly after the budget was approved. you know what I'm saying is, it's the each the job of each director to one

1813

04:16:12.650 --> 04:16:13.760

Cooper City Hall: a better spot.

1814

04:16:13.880 --> 04:16:38.669

Cooper City Hall: and it's the job of Hr. To say, no. What we have. This is what you have. And if you want something changed, you're gonna write me a you know, a whole. But it has to meet a criteria like that's how it really works. Sure. So possibly in the future. I don't know if this is possible, but you would be the one to say, Yeah, your name, if we have in this budget easy numbers, 10 positions that we are now looking for. So then.

1815

04:16:39.380 --> 04:16:40.400

Cooper City Hall: somehow.

1816

04:16:40.580 --> 04:16:53.889

Cooper City Hall: either you or Lawrence knows that there's 10 positions, and there's one in each department. So this is will then send out a notice stage department. You have a position that has been funded for a

1817

04:16:53.930 --> 04:16:55.250

Cooper City Hall: in this department.

1818

04:16:55.270 --> 04:17:13.839

Cooper City Hall: You need to let me know when you are ready for that position to be advertised, and then it's in the director's hands, because it can't be any other way, because just because it's funded just like Carlos, he was funded in October, but he wasn't ready in October for that new position. But as soon as he was he went he contacted the appropriate person.

1819

04:17:14.700 --> 04:17:20.870

Cooper City Hall: And then, if for some reason we're, it's 6 months in and nothing happens, and Loris can turn around and say.

1820

04:17:20.880 --> 04:17:35.430

Cooper City Hall: you're 6 months into the budget, and you've not requested this position. I will share with you in 17 years of doing this is not very often that departments when they are able to pick up 4 new full time employees. It doesn't happen 12 months later.

1821

04:17:35.560 --> 04:17:45.929

Cooper City Hall: and I think you know, it's there's definitely some good feedback. And I think we understand loud and clear. We're we're more importantly where it needs to go.

1822

04:17:46.200 --> 04:17:49.559

Cooper City Hall: Any additional questions on the streets. Maintenance

1823

04:17:49.830 --> 04:17:55.589

Cooper City Hall: unrelated. But it is I'm just curious. So we have

1824

04:17:55.770 --> 04:18:07.739

Cooper City Hall: repairs for sidewalk and bike way. And it's 7, $19,700. Is that the entire budget? Am I reading it? Right?

1825

04:18:07.910 --> 04:18:19.290

Cooper City Hall: 117? No, that's not for you. Time on our sidewalk replacement. Yes. so it doesn't. It's in Road Bridge. Okay, so what's this for? This is for us to do in our in-house.

1826

04:18:23.470 --> 04:18:33.040

Cooper City Hall: Everything else is a vendor. Yeah, okay, I just want to make sure. That's like the number one request that I get. make sure we have more than $20,000 ready to go.

1827

04:18:33.110 --> 04:18:37.020

Cooper City Hall: of course, any any additional questions on this.

1828

04:18:37.960 --> 04:18:44.120

Cooper City Hall: So before we move on, anyone want to take a break, it's going to be. So

1829

04:18:44.470 --> 04:18:55.969

Cooper City Hall: I I think they're going to be fast. So that's right, we're going to pivot into 2 minor areas.

1830

04:18:56.050 --> 04:19:00.929

Cooper City Hall: over to was all public works, parts over to the

1831

04:19:02.450 --> 04:19:04.539

Cooper City Hall: for all purposes.

1832

04:19:06.730 --> 04:19:10.390

Cooper City Hall: One over the budgetary issues. Yeah.

1833

04:19:11.420 --> 04:19:22.369

Cooper City Hall: what what's left in in under all the parks? Mainly all, all of the part time partnership. We're transferred to.

1834

04:19:22.410 --> 04:19:30.360

Cooper City Hall: Okay. So they were later, later on, they're in cage. Yes, they're coming up currently after Bso.

1835

04:19:30.900 --> 04:19:35.650

Cooper City Hall: okay? And I guess we'll okay. I guess it's a deeper conversation about whether.

1836

04:19:38.000 --> 04:19:42.339

Cooper City Hall: Yeah, that's fine. I mean, I get where you're right since you brought it up. Are you asking?

1837

04:19:42.630 --> 04:19:45.279

Cooper City Hall: Because it is confusing, at least from the outsider like.

1838

04:19:45.330 --> 04:19:48.309

Cooper City Hall: Sometimes it's parks direct, sometimes it's public works

1839

04:19:48.430 --> 04:20:10.940

Cooper City Hall: with the park repair. Is that where you're at? Yeah, I'm trying to think I you know you would think there would be a certain amount. But I think that's going to be way too long of the conversation like that. Right? I would think, like certain things like Watersp, I would think would be under.

1840

04:20:11.470 --> 04:20:36.570

Cooper City Hall: They're not cutting the graphs, and there's your park attendants are not cutting the brass. There's just Park attendance. They're making sure that the garbage is is not overflowing. You sound like a a broken water pound. No, I was thinking that maintenance of at a certain threshold should be under the parks. if it's if it's like. Obviously I wouldn't expect Parks and Re to get on a bulldoz. You're going to do heavier

1841

04:20:36.760 --> 04:20:38.949

Cooper City Hall: maintenance. But I think that's not.

1842

04:20:39.040 --> 04:20:42.650

Cooper City Hall: I think that's a too deep of a conversation.

1843

04:20:43.160 --> 04:20:50.999

Cooper City Hall: actually, we're gonna move this financial summary. To which is.

1844

04:20:54.710 --> 04:20:59.349

Cooper City Hall: it's about a warm up.

1845

04:21:06.880 --> 04:21:16.120

Cooper City Hall: So good news you reduced it a million dollars. Thanks. It's Friday. Not at all. Thank you so much.

1846

04:21:16.340 --> 04:21:18.389

Cooper City Hall: Actually pretty

1847

04:21:18.740 --> 04:21:19.910

Cooper City Hall: pretty good.

1848

04:21:23.290 --> 04:21:25.669

Cooper City Hall: I guess we wanted to walk around for 2 min.

1849

04:21:26.650 --> 04:21:35.580

Cooper City Hall: Let's get rid of this one. Let's get rid of this one. We don't have an accent before it's

1850

04:21:36.680 --> 04:21:45.039

Cooper City Hall: okay. You want me to. just jump right into the foot summary. All right. Well, good evening, Mayor. Commissioners for the attorney staff

1851

04:21:45.070 --> 04:22:06.970

Cooper City Hall: any residents who might be watching online. So the code enforcement summary overall, I think, is a pretty straightforward summary. we have a team of 4 code Enforcement officers. But you'll see that's a little bit different this year. just because I think it's a little bit better organizational wise for the city to capture its true costs and areas

1852

04:22:07.010 --> 04:22:18.510

Cooper City Hall: is that we did move the code enforcement Dedicated Supervisor to the code enforcement breakout of the budget. That's not that you're paying more. It's just where that cost is being captured on the city's budget.

1853

04:22:18.540 --> 04:22:33.249

Cooper City Hall: but additionally we were able to find a place to where there was an over budget, which is that line where you see the benefits retirement which is already captured in the Pd. With a double budgeted. Item.

1854

04:22:33.270 --> 04:22:57.389

Cooper City Hall: so we were able to remove 112,000 plus from the budget while moving the code Enforcement Supervisor to this position or this portion of the city the breakout So that's where your your cost is essentially on the code. Important side, the materials. is something that the city captures just to try to break out

1855

04:22:57.390 --> 04:23:22.839

Cooper City Hall: specific supplies and postage maintenance things that will be tied to co-inforcement actions from magistrate hearings. but you'll see there's nothing that's truly significant. change. Wise $2,600 altogether on those supplies. so there's no questions on the code Enforcement part. I can get right to go ahead, Commissioner. So where was the original sergeant

1856

04:23:23.110 --> 04:23:43.319

Cooper City Hall: on the police department? Right? So just to be clear, exactly. You're not like I heard it. We're not adding a sergeant. You just moved. The sergeant's correct to this code, of course, so if you'll remember earlier this year. I think it was in January, February I met with each one of you individually, and we talked about a reorganization

1857

04:23:43.320 --> 04:24:08.559

Cooper City Hall: in my department to bring out more efficiencies for the city and part of that was being able to break out that code important supervisor where he strictly supervises code enforcement to push that priority while also working to develop a volunteer parking enforcement free for the city. And so this kind of captured that reorganization. So you're not seeing anything additional. It's just where you're reading that cost.

1858

04:24:09.000 --> 04:24:11.910

Cooper City Hall: It was any other questions on the code enforcement

1859

04:24:11.970 --> 04:24:20.779

Cooper City Hall: in reference to the for close property maintenance. We only use 216. Why, we budgeting 5

1860

04:24:21.520 --> 04:24:22.530

Cooper City Hall: 1,000.

1861

04:24:22.560 --> 04:24:24.410

Cooper City Hall: that's not his item

1862

04:24:24.800 --> 04:24:29.849

Cooper City Hall: Mr. Horowitz told me that we're going to be following a lot of leans this next year.

1863

04:24:29.870 --> 04:24:59.659

Cooper City Hall: I think that that is really just an item that's there, commission Melody, because it's very hard to anticipate how many properties you may take maintenance over. when the city is looking at pushing a beautification initiative. There are properties in this community that we are bringing cases forward on that might require a maintenance type of long term maintenance commitment on the city as far as mowing the grass in any polls. We have a lot of stagnant water type fold.

1864

04:24:59.680 --> 04:25:26.500

Cooper City Hall: so you never know when the magistrate might approve. Now, the way the city is coded broke out currently any type of order that I'd be seeking from the magistrate. I would have to actually bring to the city manager, and he would approve that. And then I would bring it to the magistrate for us, requiring permission to enter their property. And who knows? The grass is that you are the public works handles that public works would handle it or through a contractor.

1865

04:25:26.780 --> 04:25:29.300

Cooper City Hall: but they contract with them. Do you do the contract?

1866

04:25:29.510 --> 04:25:42.029

Cooper City Hall: Say it again. You do the contract for we we do not, but it would be something that we would coordinate with them. So I think actually, public forks has a few properties right now that they are maintaining. What's that? he, he's asking.

1867

04:25:42.280 --> 04:25:47.820

Cooper City Hall: Basically, I'm trying to say that $5,000 on the code is not. And if anything good with you is on the city side.

1868

04:25:48.050 --> 04:25:53.649

Cooper City Hall: But if I maybe said, it's just more close properly, that's not limited to foreclosed properties.

1869

04:25:53.710 --> 04:26:18.630

Cooper City Hall: Okay, that's what that's what it is. It's references for closed properties. We're just.

1870

04:26:18.630 --> 04:26:30.769

Cooper City Hall: If you actually go to the next page, which is page 126, you'll see the ionization of that line. Item, that I specified that the maintenance of properties right? It just says, for close property maintenance of properties. I was just curious as to why

1871

04:26:30.770 --> 04:26:40.020

Cooper City Hall: we're budgeting so much more when we use only $200. We don't even need to, but because it's a right. So then take it out right?

1872

04:26:40.150 --> 04:26:42.450

Cooper City Hall: So is that something we can take out?

1873

04:26:43.460 --> 04:26:46.150

Cooper City Hall: Do you mind it? I mean, we pay.

1874

04:26:46.320 --> 04:26:53.060

Cooper City Hall: Yeah. But we we we have to get to charge the we get reimbursed. Yeah, the city

1875

04:26:53.070 --> 04:27:09.790

Cooper City Hall: we were quarterly, and it gets the property when we take that action, and then we recovered some point down there. I don't think we really get the calls back for the when it goes to special magistrate. Well, that's a whole. Not that that's on this. Please come and talk about that at the next commission meeting.

1876

04:27:09.840 --> 04:27:23.270

Cooper City Hall: But so. But yeah, we do, we we we'll we'll we'll hire all the contractors and and give the bills to finance. We can leave it, because if we don't, I'm right there, man

1877

04:27:23.310 --> 04:27:25.590

Cooper City Hall: you have.

1878

04:27:25.830 --> 04:27:36.750

Cooper City Hall: And this year it's increasing almost 60%. Thank you. I told you why he moved the thing. I I understand, too, that my question is, you move to, sergeant, are you saying?

1879

04:27:36.930 --> 04:27:41.040

Cooper City Hall: And it's almost $300,000 for a sergeant.

1880

04:27:41.450 --> 04:28:11.179

Cooper City Hall: No, that's a great question Mayor Ross. So you'll remember that the sergeant for the new position was around that 221 with that initial cost? Right? Because we just added a real time crimes and sergeant but what that captures is that with those other 4 employees. There are changes in Fika health insurance pension costs and so forth. So when we, when we tried to bring forward the city's number for budgeting purposes.

1881

04:28:11.180 --> 04:28:40.599

Cooper City Hall: What I do always in May, June timeframe is, I ask for a breakout from my budget, from the office of management budget specifically for these 5 employees, and then they give me that cost for those employees that captures that. So you'll see that there was about a 40,000 or so increase on just those 4 employees, and then additionally bringing in that additional supervisor again, this is not more money that you're paying. It's just where it was working captured on your overall.

1882

04:28:41.470 --> 04:28:44.530

Cooper City Hall: We'll come back to the overall money that we're paying.

1883

04:28:57.290 --> 04:28:58.020

Cooper City Hall: Yeah.

1884

04:28:58.300 --> 04:29:03.700

Cooper City Hall: So the 48,000 and change that was additional costs

1885

04:29:03.750 --> 04:29:06.509

Cooper City Hall: plus pulling over the

1886

04:29:08.050 --> 04:29:11.549

Cooper City Hall: and that was a hundred 120000, from the retirement.

1887

04:29:12.180 --> 04:29:36.469

Cooper City Hall: Yeah. So it's part of the process that manager was including us in the City budgeting process, which I appreciate very much, and part of that he tasked us with sitting down, having meetings with the directors, individually and collectively, and then passed us with going through the budget with Mike to help identify areas in the budget that

1888

04:29:36.680 --> 04:29:43.580

Cooper City Hall: perhaps there was improvement, and this was one area that collectively we were able to identify together for the city's benefit.

1889

04:29:45.270 --> 04:29:49.520

Cooper City Hall: You're welcome. any of the questions don't go you none.

1890

04:29:52.450 --> 04:29:53.580

Police.

1891

04:29:55.470 --> 04:29:56.790

Cooper City Hall: Okay.

1892

04:29:56.920 --> 04:29:59.170

Cooper City Hall: so

1893

04:29:59.760 --> 04:30:01.089

Cooper City Hall: this is on.

1894

04:30:01.190 --> 04:30:20.670

Cooper City Hall: No, it it's Mayor. I appreciate it. It's definitely the biggest cost to the city. my my department. I am the city's largest department. not just than personnel, but largest department, probably in the different types of role and responsibilities that my team, you know, is overseeing for the city of Cooper sitting.

1895

04:30:20.700 --> 04:30:37.800

Cooper City Hall: and so the numbers that you can be patient with me and let me break them down to you, I think. you'll see that it's not as bad as it looks as pertaining to the overall, 4.7 1% increase on the police department side of the budget.

1896

04:30:37.850 --> 04:30:47.170

Cooper City Hall: And so a few things that I want to highlight if I could, is that when we're looking at the overall cost of the police departments. increase.

1897

04:30:47.230 --> 04:30:51.959

Cooper City Hall: remember that we have already budgeted

1898

04:30:52.080 --> 04:31:05.210

Cooper City Hall: portions of this of this overall aggregate total. So 400,000, 309,000, 399,000, and change is tied to 2 contract amendments that we.

1899

04:31:05.210 --> 04:31:33.600

Cooper City Hall: actually implemented this fiscal year, but that are rolled into this increase, and so 399,000, which is called 400, that make it round Of this increase is tied to those 2 new positions, one of which was already budget in a fiscal 2223 budget, which was that crime prevention deputy. And then, additionally, we've brought forward that sergeant in February of this year that started in June of this year. So that's part of that cost increase.

1900

04:31:33.600 --> 04:31:38.479

Cooper City Hall: So if we remove $400,000. You'll see that it's actually not

1901

04:31:38.480 --> 04:32:04.980

Cooper City Hall: and overage that we're increasing cost of operating costs, but are tied to 2 new positions that were added additionally to that, you'll remember that I came each individually to you in January, February this year, showcasing that I felt that we had a short window of opportunity to where, if we added this new position and reimagine our organizational chart, not just for efficiency, but for strategy purposes that we would most likely

1902

04:32:04.980 --> 04:32:34.879

Cooper City Hall: be able to recruit additional money from the School Board of Broward County, and at the time the estimate that I was briefing you with was that 80,000 figure which I was trying to go conservative, because I don't want to over commit over promise, but it end up being that 103,000 figure. So we're recouping an additional $209,000. And that's not in here exactly. So when we're looking. And that's why I want to take time to break this down, because when we're looking overall, we look at that 4.7 one little around that 1 million

1903

04:32:34.880 --> 04:33:00.439

Cooper City Hall: increase on the Pd budget side, if we. We remember, too, that we're recouping as income money. So we're out putting it. But we're recouping it on the back side. So $209,000. We're

getting additional revenues for the city through our S. Aros, which that is a state mandated item, and I'm so grateful that the city of Cooper City had those that are in place before with the State mandated.

1904

04:33:00.440 --> 04:33:19.489

Cooper City Hall: But we are bringing an extra $209,000 income to the sea. Additionally to that, the rent is less than 4.7 one. It is because you want to. So you know, when I do the the breakdown. We look at the $400,000 that's tied to 2 new positions

1905

04:33:19.490 --> 04:33:43.139

Cooper City Hall: of the overall increase that my budget went up, in addition to that, the $209,000 additional income to offset that increase on the Sr road reimbursement, and additionally, each year, which tomorrow night you'll see that I'm bringing forward that contract amendment for Renaissance Charter School part of, and I know, Mayor, I I it's an unbelievable that.

1906

04:33:43.259 --> 04:33:53.809

Cooper City Hall: But the good thing is is that and I I know how you will vote, and I respect that. But the good thing is that contract amendment helps me facilitate the reimbursement for the city.

1907

04:33:53.810 --> 04:34:17.429

Cooper City Hall: And so every year since I've been here, I've captured the true cost of that position. So this year that position is going up to a hundred 99,000, and change, which is an additional $7,927 recouping a cost. So it's almost about $217,000 additional income that's coming into the city to offset my overall cost.

1908

04:34:17.560 --> 04:34:32.679

Cooper City Hall: But it, what's what's most important is to remember that we're using this fiscal year number for reimbursement. The contract with the upcoming school year that's starting in about 3 weeks is still being negotiated which could

1909

04:34:32.740 --> 04:34:42.259

Cooper City Hall: bring additional revenues to the city specifically when it's tied to that, sergeant. So part of the reorganization was creating a dedicated

1910

04:34:42.669 --> 04:34:44.710

Cooper City Hall: that's a

1911

04:34:44.800 --> 04:35:08.759

Cooper City Hall: although they did not approve it this year. The pressure from the Broward County Managers Association and the for our County Chief of Police Association is to capture that supervisor for reimbursement, which would be an additional if they just use the same numbers from this year, which is probably not the case, would be an additional $103,000 complete revenue recoup just by reorganizing

1912

04:35:08.759 --> 04:35:32.540

Cooper City Hall: So right now that $221,000 for that new real-time Crime Center sergeant, that we added 217,000 of that which is almost the entire cost. 4,000 minus is actually the reinforced by that revenue increase that I had petitioned each of you on. So, in other words, the plan worked, and we increase the services to the so this isn't a net increase of 4

1913

04:35:33.000 --> 04:35:44.780

Cooper City Hall: point 7. It's actually that's a gross one doesn't count. If you, if you, if you go back to the revenues and you offset it with the

1914

04:35:47.200 --> 04:36:04.909

Cooper City Hall: well, I mean, I listen. I don't want to. Obviously, I have a a my, my increase, because percentage wise for me, 4% to a small department, you know, doesn't look as much. 4% to a big department like me looks a lot right? That's 40%.

1915

04:36:05.029 --> 04:36:28.809

Cooper City Hall: But the costs where you'll see that I increase their costs where I do not control. They're going to be costs that are legislative costs, unfunded mandate type costs, for example, the Governor, and the Legislature just passed a significant Frs. legislative reform that went effective in June, which

1916

04:36:28.910 --> 04:36:38.660

Cooper City Hall: I, for for retention and recruitment purposes, is good for the State, but that initial of C is going to be her call for the I mean. That's how it is. How is.

1917

04:36:38.790 --> 04:36:41.800

Cooper City Hall: how is your 4 point something, and

1918

04:36:42.320 --> 04:36:53.060

Cooper City Hall: it really it's high right? I mean, could we contract you? Well, I know a way to save another $60,000 in your budget. There is a

1919

04:36:53.700 --> 04:37:12.190

Cooper City Hall: what was his name? Again, from the city attorney's budget. Coffner. Thank you. Yeah. Just cut it right out at least 1,000%, because it is also a $350,000.

1920

04:37:12.830 --> 04:37:18.730

Cooper City Hall: Yeah, which is already something that's funded. So you remember the 2 positions the traffic

1921

04:37:18.900 --> 04:37:48.869

Cooper City Hall: deputy and the yeah, no, I didn't. But he will get a good turkey, a good turkey for Thanksgiving at Sheriff. So he fell off my list. We didn't want to on the opportunity, because, yeah, our money started. Police monies are dwindling somehow. So we could do it now. But you'd rather wait. That's okay. We're gonna several months. We'll have plenty of time for that. That's a good discussion. But but good question, though. But you just so, you know, on on on my side. as

1922

04:37:49.020 --> 04:38:05.390

Cooper City Hall: cautious that I can be with cost. My operating expenses and area that I control went up less than 50,000 50,000 or under 50,000 actually is very minute percentage wise. When you look at the overall

1923

04:38:05.390 --> 04:38:30.849

Cooper City Hall: budget that I manage we did that through trying to be very careful with. our contract services, like our janitorial. Put it out for an Rp again this year. just to make sure that we're getting the best price that we can for the city. we, you know, look redid our uniform line item, and make sure that the complete cost in that budget line item, is reflective of what

1924

04:38:30.849 --> 04:38:49.589

Cooper City Hall: our current replacement plan is for a ballistic invest. I was able to cut $5,000, you know from that line item based on that review. And so we did go through the best that we could with each individual line. Item, to does this also include some stuff? Oh, this, some of the Rt CC stuff which we're going to move out.

1925

04:38:49.590 --> 04:39:16.050

Cooper City Hall: So I'm gonna I'm gonna get to that in a minute. So of that, less than $50,000 operating cost that I went up. I did want to commission the mayor to know that probably 30 to 40 of that that I went up was actually city mandated items. When I say city mandated items, I mean things that we've agreed together. So, for example, I budgeted additional supplies for Avs. Because, as you know, next to our sorry tomorrow.

1926

04:39:16.050 --> 04:39:30.400

Cooper City Hall: we have an item coming up. Well, there's a replacement plan for that. Right? So I I had accounted the Commissioner of Trout. You said before, you know city directives. I I assume this is passing, because last fiscal year. When we were doing this.

1927

04:39:30.419 --> 04:39:50.740

Cooper City Hall: the mayor and Commissioner shrouder those who are here said, we want this budget because we want it to be purchased so part of my budgeting process, I counted for those adult infant paths and battery replacements in it. Additionally, the Opr and the camera Systems all require a Verizon card that the state rate is 36

1928

04:39:50.740 --> 04:40:04.690

Cooper City Hall: dollars and 5 cents a month So you're about $432 and 60 cents a year per. And so calculating the additional Verizon cards that I need for those items to work

1929

04:40:05.070 --> 04:40:10.500

Cooper City Hall: is part of my budgeting that came forward to you. So when you go.

1930

04:40:12.180 --> 04:40:28.580

Cooper City Hall: So when you go, when you go further into my, and I'm sure there might be questions. But I just want to go down this as quickly as I can. There's something in in law when you're winning. I know you walk out, and I also learn to buy a mic a turkey, so you know. But

1931

04:40:28.660 --> 04:40:48.779

Cooper City Hall: you know that the maintenance contract I did want to. I did want to highlight this because this is a new item on your budgeted line item, and I I understand Commissioner shatters, and perhaps the intent of the Commission to move that to another page. But just so you can understand what that is that $35,797 is tied to your real-time Crime Center.

1932

04:40:48.780 --> 04:41:18.299

Cooper City Hall: there is a licensing fee for the hyper wall to maintain that crime center and to ensure that it stays up to date and has the security patches that it needs. That's $15,797 and then, additionally, the monies to just maintain the city's equipment. So something goes down. Lightning hits a box, or, you know. water. Yeah. But you're gonna well, it depends. It depends.

1933

04:41:18.800 --> 04:41:39.460

Cooper City Hall: but that that is for the maintenance of those devices. But what's not so not captured here. Just so, you can see is that even though those costs you've added a new cost for the recurring of the reassigned time center. We actually, you'll see that the monitoring of your Rv. Lots we were able to bring in house

1934

04:41:39.460 --> 04:42:06.410

Cooper City Hall: so as of August first of this year the real-time Crime Center will start monitoring the Rv. Lots 24, 7, 365. When we do that, we transfer the money over from and correct, and I worked with Tim on that. And so you'll see that there is actually a savings to the city of almost $20,000 for that contract. And so in reality the it's a wash with a little bit of savings on the hyper wall, for that

1935

04:42:06.760 --> 04:42:09.379

Cooper City Hall: is that noted in the budget. It is yeah.

1936

04:42:09.590 --> 04:42:11.380

Cooper City Hall: those

1937

04:42:11.430 --> 04:42:26.729

Cooper City Hall: and so that that so moving on from there. I think that the the biggest number is obviously the the complete cost of the total contract, which, if I have any questions on, I'm I'm happy to answer this moment.

1938

04:42:28.790 --> 04:42:29.739

Cooper City Hall: Any questions

1939

04:42:29.880 --> 04:42:32.609

Cooper City Hall: you get a discount, have you?

1940

04:42:33.210 --> 04:42:36.150

Cooper City Hall: Then, from what you're saying, and for what I'm reading.

1941

04:42:36.380 --> 04:42:38.430

Cooper City Hall: and and maybe it's J.

1942

04:42:38.600 --> 04:42:41.710

Cooper City Hall: then have they complied with

1943

04:42:41.920 --> 04:42:43.860

Cooper City Hall: not exceeding

1944

04:42:44.250 --> 04:42:46.410

Cooper City Hall: the contractual chat

1945

04:42:46.590 --> 04:42:49.850

Cooper City Hall: of an increase, adding him to my turkey list to now.

1946

04:42:51.040 --> 04:43:04.179

Cooper City Hall: and is is the as those proposed? No, I heard what he said, what did I do?

1947

04:43:04.960 --> 04:43:13.169

Cooper City Hall: Okay? And on some items there, there's there's there's actually 4 items, 3 at them. So pension workers. Comp.

1948

04:43:13.320 --> 04:43:28.160

Cooper City Hall: then also, the health insurance is captain, 9%, which I did verify, it's below the 9% increase. So and I work with the manager, we actually have a 3 h meeting, and we use every second of that meeting going line by line, not to my entire budget.

1949

04:43:28.450 --> 04:43:30.919

Cooper City Hall: Well, I thank you, I

1950

04:43:31.230 --> 04:43:43.360

Cooper City Hall: quickly and easily. Hey, promise his number is 9 something I have to. I'm I'm just saying, and I hope but we'll see. Thank you again. Any questions. Right? You're in on.

1951

04:43:43.530 --> 04:43:46.980

Cooper City Hall: It's one group.

1952

04:43:49.620 --> 04:43:53.880

Cooper City Hall: Now I'm going to. Oh. hmm!

1953

04:49:22.490 --> 04:49:25.620

Cooper City Hall: Who just one over there.

1954

04:49:30.470 --> 04:49:33.309

Cooper City Hall: Jonathan, are we? Good.

1955

04:49:34.480 --> 04:49:41.129

Cooper City Hall: We're good, like I said, Okay, back on. We have

1956

04:49:41.280 --> 04:49:53.649

Cooper City Hall: like to say ditto everything that you have, Bonnie, he said. I know you'd like to, but I don't think you are able to. The only thing is that difference in the and his is 4.7

1957

04:49:54.100 --> 04:50:00.240

Cooper City Hall: 9% increase.

1958

04:50:00.390 --> 04:50:09.870

Cooper City Hall: Are you wrong in the writing, or are you lying to us? Now? Let's see again. We had a lot of vendors with increases this year.

1959

04:50:09.980 --> 04:50:14.270

Cooper City Hall: like we've had 10 vendors. give us an increase of this year.

1960

04:50:15.030 --> 04:50:19.790

Cooper City Hall: on top of that. I've gone ahead and

1961

04:50:20.030 --> 04:50:26.519

Cooper City Hall: put in a one-time fee for the equipment for the new Ladder trust it's coming directly from off it right?

1962

04:50:27.850 --> 04:50:28.940

Cooper City Hall: The

1963

04:50:28.970 --> 04:50:36.179

Cooper City Hall: I mean. You put the fee in the equipment. The the truck is coming out of the the equipment. And I put it in the consideration letter.

1964

04:50:36.510 --> 04:50:40.259

Cooper City Hall: I'm confused. It's under it's under tools. And the line. Item.

1965

04:50:40.550 --> 04:50:46.070

Cooper City Hall: Okay, yeah, I'm I'm I'm I'm I'm confused. If I'm saying, well, it's lower, because it's 1 40,

1966

04:50:46.240 --> 04:50:48.349

Cooper City Hall: it's only one. We're on 140.

1967

04:50:53.120 --> 04:50:56.730

Cooper City Hall: If anyone cares.

1968

04:50:57.080 --> 04:50:57.990

Cooper City Hall: What do you say.

1969

04:50:58.110 --> 04:51:01.530

Cooper City Hall: Stacey, would you please tell him the comcast is frozen?

1970

04:51:01.850 --> 04:51:03.100

Cooper City Hall: Yeah, thank you.

1971

04:51:07.490 --> 04:51:09.150

Cooper City Hall: Hey? Cheek? Okay.

1972

04:51:09.450 --> 04:51:10.789

Cooper City Hall: you get you speaking.

1973

04:51:11.870 --> 04:51:18.459

Cooper City Hall: this doesn't have the the breakdown of the tools

1974

04:51:20.660 --> 04:51:21.750

Cooper City Hall: saying one.

1975

04:51:23.990 --> 04:51:31.800

Cooper City Hall: I do not see anything on 141. It doesn't have the breakdown of the tools themselves.

1976

04:51:32.900 --> 04:51:40.050

Cooper City Hall: If they can. come out of the Arpa phones. then we can go ahead and eliminate that

1977

04:51:40.540 --> 04:51:45.999

Cooper City Hall: which eliminate one that one time fee

1978

04:51:46.380 --> 04:52:01.440

Cooper City Hall: on that page. So you now says 13 million for consideration. Right? Right? Right. She was up to 40,000 for the capital outlets. No, that's There was a $70,000 addition for tools for the new ladder truck.

1979

04:52:01.500 --> 04:52:06.420

Cooper City Hall: and that's on the consideration letter.

1980

04:52:07.040 --> 04:52:11.180

Cooper City Hall: I was just going to say

1981

04:52:11.880 --> 04:52:13.459

Cooper City Hall: before. No, we're supposed to double check.

1982

04:52:14.570 --> 04:52:18.780

Cooper City Hall: No fire police got it. Yes.

1983

04:52:19.330 --> 04:52:23.980

Cooper City Hall: Oh, okay. Yeah. Here. Here's the detail.

1984

04:52:24.650 --> 04:52:28.330

Cooper City Hall: right on the consideration letter.

1985

04:52:28.840 --> 04:52:36.880

Cooper City Hall: You'll see there's a one time cost. with an additional 70,000 to make it the tools.

1986

04:52:36.950 --> 04:52:40.700

Cooper City Hall: a total of 91, 976. You see that

1987

04:52:40.960 --> 04:52:52.460

Cooper City Hall: now that if we're able to utilize arpa funds for those for those ladder trucks tools, then

1988

04:52:52.950 --> 04:53:01.480

Cooper City Hall: that can obviously be removed. The 70,000. And so that would bring you down to 21, which would be no change from last year.

1989

04:53:01.990 --> 04:53:02.910

Okay.

1990

04:53:03.140 --> 04:53:12.660

Cooper City Hall: where are you getting? 70? Because I'm 91. The 70 is already been calculated into it from the from the cost of last year

1991

04:53:12.810 --> 04:53:17.279

Cooper City Hall: we added 70,000. Now that again that number

1992

04:53:17.750 --> 04:53:24.769

Cooper City Hall: would go back to what it was last year. If we can use the AR for funds for for all the tools.

1993

04:53:25.410 --> 04:53:26.739

Cooper City Hall: Why couldn't you?

1994

04:53:27.610 --> 04:53:51.200

Cooper City Hall: I don't know what's 0 marked in there. That's what I'm saying. This is so sending it to us right? And then what we do. Okay, yeah, I got it right. But there's there's really 2. There's like 2, 3 questions I have for you. Okay, well, you understand again, and employer increases and everything. I said my thing, our vendors, I mean on your line items. And this is for really city staff to to check.

1995

04:53:51.230 --> 04:54:08.600

Cooper City Hall: make sure none of the increases are over the the contractual cap. That's the issue, right? And then this 70 whatever. I'd like to pay for that a different way. Not on paper. Good point! I'd like it to be. What are we buying? We're buying a the equipment for the truck. The host

1996

04:54:08.720 --> 04:54:12.870

Cooper City Hall: I would like. if that's the case, for that to be done.

1997

04:54:13.890 --> 04:54:14.580

Cooper City Hall: but

1998

04:54:14.740 --> 04:54:17.039

Cooper City Hall: not that we is open gains it

1999

04:54:17.200 --> 04:54:21.899

Cooper City Hall: if we leave. So this is really, I'm really telling you what I'm really mean to our staff.

2000

04:54:22.330 --> 04:54:26.850

Cooper City Hall: because there's 2 different ways. Sometimes sometimes we pay you guys money. and if we leave you

2001

04:54:27.280 --> 04:54:36.880

Cooper City Hall: we don't get the stuff back. Other times we buy an item and we get it back. So I just want to make sure we have our vendors that we purchase this equipment through.

2002

04:54:37.120 --> 04:54:39.250

Cooper City Hall: And so then we pay you for it

2003

04:54:39.260 --> 04:54:47.160

Cooper City Hall: right? Or or it goes into consideration later, and we just do a Po, and we we, we reimburse you.

2004

04:54:47.460 --> 04:54:54.360

Cooper City Hall: We own. Yeah, you own the equipment. You were in the truck. Correct? Yes, yeah.

2005

04:54:54.730 --> 04:55:02.830

Cooper City Hall: no, we don't have the equipment. We do, we do. If we pay for it, we're not paying for it. We're if it's in a consideration. We don't get it

2006

04:55:04.470 --> 04:55:16.520

Cooper City Hall: so every year. Let me give it an example with Captain Giovanni, the stuff you bought for the real-time Crime Center you bought in our name. We all right when I pay you every year for your police vehicles. If I leave right on this vehicles, now

2007

04:55:17.440 --> 04:55:29.029

Cooper City Hall: that kind, like no like time, is from. But no, they they get, they get. They get a windfall, so to say, the contract. So you're saying that they get the computers. And all these what?

2008

04:55:29.660 --> 04:55:30.400

Cooper City Hall: Yes.

2009

04:55:31.440 --> 04:55:33.740

Cooper City Hall: I don't believe so

2010

04:55:34.430 --> 04:55:45.360

Cooper City Hall: when Jake the our, our, this is our we from our fire contract with Bso equipment and or vehicles purchased solely by the city

2011

04:55:45.380 --> 04:56:02.579

Cooper City Hall: and provided for use by Bso. Or purchased by Bso. If 100% of the funding is provided by the city for the purchase as part of the consideration during the term of the agreement shall be returned to the city upon termination now. But Lion and saying, Commissioner is already saying.

2012

04:56:02.610 --> 04:56:05.709

Cooper City Hall: police Crime Real Crime Center.

2013

04:56:06.330 --> 04:56:25.240

Cooper City Hall: If we leave them, it's theirs. But so here's the thing. This exact thing happened with you guys on our that rescue. 28 member. I do the rescue. 28 payment was put in on this thing, and it wasn't clear

2014

04:56:25.240 --> 04:56:39.879

Cooper City Hall: that we were making the least payments on my 228. So remember, we have to go, and we have to say we calculated out like you have to do this on our retired oh, this 21, minus the 50. And so that's for we just like it specified that we're

2015

04:56:40.010 --> 04:56:43.959

Cooper City Hall: purchasing it in an avenue for the contract or getting it back versus

2016

04:56:44.370 --> 04:56:45.440

Cooper City Hall: you still get it

2017

04:56:45.470 --> 04:56:58.100

Cooper City Hall: either way. But I just want to make sure. Another way of of showing this has occurred is our new engine we just purchased and has a and arrived.

2018

04:56:58.320 --> 04:57:03.990

Cooper City Hall: We took the equipment off of that older truck and put it on the neutral

2019

04:57:04.030 --> 04:57:19.640

Cooper City Hall: because it was Cooper City's equipment. But remember the lease payment on the rescue. 28. Yeah, and they still have. They agreed to get that to us yet? Correct? I think it's still in legal, and we paid every payment on it, but we pay ultimately

2020

04:57:19.810 --> 04:57:28.020

Cooper City Hall: come through.

2021

04:57:28.030 --> 04:57:30.509

Cooper City Hall: I would just like to quit in a clear way.

2022

04:57:31.110 --> 04:57:39.900

Cooper City Hall: Okay, for the the 70,000 addition to the

2023

04:57:41.400 --> 04:57:43.729

Cooper City Hall: right. Yeah, we can like, I said, we.

2024

04:57:43.950 --> 04:57:52.850

Cooper City Hall: We'll We'll make it to where it goes for the tools, for the latter truck and everything else that that's acquired. And like, I said, we have the vendors.

2025

04:57:52.970 --> 04:58:00.029

Cooper City Hall: Unfortunately, prices are continually going up, like, I say, we have 10 vendors that raise their prices so that

2026

04:58:00.060 --> 04:58:07.729

Cooper City Hall: it's passed on also. the 70,000 is only a one time cost. It won't be in the 2425 budget.

2027

04:58:10.620 --> 04:58:26.279

Cooper City Hall: We don't want them next year if they have to go up. That's another thing. Member. We only say capital shouldn't do that because their cap on that percentage go up doesn't take into consideration. You might have capital costs that come out, they could stop in different costs. And so if long as

2028

04:58:27.680 --> 04:58:30.060

Cooper City Hall: we bless it the right way

2029

04:58:30.090 --> 04:58:34.919

Cooper City Hall: right right? And when we go and do the calculations

2030

04:58:35.970 --> 04:58:42.960

Cooper City Hall: we do remove the Frs. The retirement. We remove health care workers. Comp.

2031

04:58:43.660 --> 04:58:50.889

Cooper City Hall: When you take those items out and you take out the 70,001 time cost.

2032

04:58:51.590 --> 04:58:57.850

Cooper City Hall: it ends up that. we've actually gone up 3.9. Where is that on here?

2033

04:58:58.180 --> 04:59:04.930

Cooper City Hall: Well, because you have to take off their categories that no, no, I don't have to do anything. I have a budget coming from Bso.

2034

04:59:05.170 --> 04:59:15.310

Cooper City Hall: When I asked police, they said, it's 4.7 one. It is 4.7 one, not a problem. Where is that number that you want me to believe in right.

2035

04:59:15.950 --> 04:59:21.260

Cooper City Hall: I can put it together for you, and that is what we are here for today.

2036

04:59:21.270 --> 04:59:36.750

Cooper City Hall: I that's what I see, because he's got a 70% on Co. Increase in. And so in fairness, you know, if you were to just look at the point, the total right? You're the last year. Yes, it's an 8 point, whatever percent increase.

2037

04:59:36.820 --> 04:59:40.499

Cooper City Hall: But when you remove out the items that Bso has no

2038

04:59:40.650 --> 04:59:48.639

Cooper City Hall: control control over, then, which I'm I'm from Missouri. Show me.

2039

04:59:48.740 --> 04:59:50.440

Cooper City Hall: and I don't see it.

2040

04:59:50.580 --> 05:00:00.049

Cooper City Hall: If you're just to be clear the ones that you saying you you have no control over like the F. Rs kind of stuff. Yeah, far as Yes. Health insurance. Yeah. Okay.

2041

05:00:00.050 --> 05:00:21.189

Cooper City Hall: right? So other than this top, all of those figured Pso gets from other into shots. But if I may remember that that the health insurance, the workers Comp and the pension are not subject to the 5% cap. Yeah, that's correct. You the carbon for those 3. I'll take you carve them out right? And car dropped the 70,000. I don't have a problem.

2042

05:00:22.320 --> 05:00:24.350

Cooper City Hall: education and tuition

2043

05:00:24.910 --> 05:00:26.350

Cooper City Hall: at the bottom.

2044

05:00:27.210 --> 05:00:29.100

Cooper City Hall: Now is that

2045

05:00:30.290 --> 05:00:37.320

Cooper City Hall: part of the reimburseable amount for employees, or what? Where? Where does that

2046

05:00:38.760 --> 05:00:40.550

Cooper City Hall: 3 certifications

2047

05:00:41.680 --> 05:00:43.829

Cooper City Hall: where they do

2048

05:00:44.090 --> 05:00:49.589

Cooper City Hall: our advanced cardiac life support pediatric life support

2049

05:00:49.620 --> 05:00:58.600

Cooper City Hall: all these different certification. So this isn't going back to school tuition. This is this is getting the certification for all the personnel

2050

05:00:58.740 --> 05:01:06.019

Cooper City Hall: and the cost involved in that. And that's what comes out of that line. Item, which again, that's not a change from last year.

2051

05:01:06.240 --> 05:01:12.750

Cooper City Hall: I understand. I just wanted to know what it was. and then the communications is that like the Walkie talkies and stuff? Or is that

2052

05:01:12.920 --> 05:01:24.790

Cooper City Hall: There's several different communication. categories. Yeah, some are for the radio systems. Some are for the tone system.

2053

05:01:24.790 --> 05:01:47.140

Cooper City Hall: Okay? And all that. That's so are we guaranteed discount system is working the system. Yeah, we haven't had a problem with it. I mean the the You. You haven't had a problem with the the, the, the the the CAD issue that fire stats is currently investigating to figure out a numbers issue.

2054

05:01:47.430 --> 05:01:53.129

Cooper City Hall: That's where it's at. How long has it been that they are still working it out.

2055

05:01:53.540 --> 05:02:02.150

Cooper City Hall: I think I emailed you a week ago or a couple of weeks ago, and the city manager a week before that. So if they've been doing it for 2 or 3 weeks.

2056

05:02:03.260 --> 05:02:19.740

Cooper City Hall: and it's just when the final report comes out I'll I'll provide it for you. I'm looking forward to reading. But again, this is third-party company hired out of California, that is doing. Hire them. No, who did this is, I believe, work at

2057

05:02:20.330 --> 05:02:22.089

Cooper City Hall: it's it's our system.

2058

05:02:23.140 --> 05:02:29.230

Cooper City Hall: you know. Bso hired them. Thank you, you know. And they're looking into, why is there?

2059

05:02:29.270 --> 05:02:36.390

Cooper City Hall: You have 2 different software, and they're not talking a hundred percent to each other. So my department?

2060

05:02:39.150 --> 05:02:48.769

Cooper City Hall: No, no, no, no, I'm I'm waiting for him to finish the report. But key, like he light, is our our alert system.

2061

05:02:48.820 --> 05:03:05.419

Cooper City Hall: And again, that's one of our vendors or the phone system in the station. And is that the one that didn't work? They did work, and they had an increase again in cost. What are we paying an increase for when they couldn't provide it to begin with, or that is, according to the I don't know.

2062

05:03:05.690 --> 05:03:08.250

Cooper City Hall: No, that's it's working.

2063

05:03:11.240 --> 05:03:13.510

Cooper City Hall: I'm still waiting to see, Chief.

2064

05:03:13.830 --> 05:03:14.830

Cooper City Hall: your

2065

05:03:15.850 --> 05:03:16.690

report

2066

05:03:17.180 --> 05:03:23.770

Cooper City Hall: that we're here for tonight. that instead of seeing 9.3 9. You tell me. Say it 4%.

2067

05:03:26.650 --> 05:03:34.250

Cooper City Hall: That's not fair. No, no, no, it's very good. I can provide. It's not a budget summary for you

2068

05:03:34.320 --> 05:03:42.339

Cooper City Hall: and we. We accepted an explanation from him. We got a good see for this back, and I asked the question as well. When you're done with the

2069

05:03:49.230 --> 05:03:56.729

Cooper City Hall: I'm waiting where it's 4% from them. No, they told me to take a bill. Would you like a budget summary?

2070

05:04:00.590 --> 05:04:12.939

Cooper City Hall: This wasn't India, was it? No, no! Why, no, I'm sorry. That's those are my notes.

2071

05:04:13.670 --> 05:04:20.100

Cooper City Hall: If there's 2 calls for service, you tell my house I understand one thing. I am visual. I am not a

2072

05:04:20.410 --> 05:04:25.220

Cooper City Hall: so when I look at something I gift. I hear you. It goes in and out

2073

05:04:25.710 --> 05:04:29.429

Cooper City Hall: right. You have to.

2074

05:04:30.580 --> 05:04:37.279

Cooper City Hall: I had 4.7 one written out by the chief. Well, I have 9.3 9.

2075

05:04:38.130 --> 05:04:41.949

Cooper City Hall: Oh. you can my up there 70%.

2076

05:04:42.210 --> 05:04:50.139

Cooper City Hall: You can look at this, and it'll say 3.9 0. How about not just me? How about everyone? Do you think you can make the copy for every problem?

2077

05:04:50.210 --> 05:04:53.899

Cooper City Hall: Can you just both go over it again. The how it

2078

05:04:53.970 --> 05:05:11.369

Cooper City Hall: oh, you mean you want I'm writing because you're not. I am visual. I'm also visual. That's why I wrote that 4% and chief. But we break up. We do email talk to that to each member. Just so they have. I would do so honestly. Our our staff should be doing it. So when we get the numbers from Vso, there's categories and go up

2079

05:05:11.380 --> 05:05:19.439

Cooper City Hall: up to Max. 9 categories or cap that 5 we should be looking at those categories and and make life be. But we should be doing that.

2080

05:05:20.250 --> 05:05:22.119

Cooper City Hall: And we really should.

2081

05:05:22.810 --> 05:05:35.199

Cooper City Hall: So can you explain how? It's really only going up 4. Is that because you're taking out all the requirement and all that other?

2082

05:05:35.450 --> 05:05:36.320

Cooper City Hall: And you

2083

05:05:36.610 --> 05:05:41.740

Cooper City Hall: take out all the items that do not pertain is, and the point of time

2084

05:05:42.210 --> 05:05:43.200

Cooper City Hall: costs.

2085

05:05:44.450 --> 05:05:52.520

Cooper City Hall: Is it really sorry? The top section on this page that that's in our backup, this

2086

05:05:52.840 --> 05:05:57.459

Cooper City Hall: that's where the that's where the numbers the workers Comp, the

2087

05:05:57.610 --> 05:06:03.180

Cooper City Hall: help ensure it's a it's a section of for the personnel services off

2088

05:06:04.710 --> 05:06:05.560

Cooper City Hall: guessing.

2089

05:06:05.720 --> 05:06:07.799

Cooper City Hall: because that looks like retirement and all that

2090

05:06:08.180 --> 05:06:13.530

Cooper City Hall: and then you compare a year over year. It's mainly like the

2091

05:06:13.980 --> 05:06:27.320

Cooper City Hall: right, the person, the personal services that that phase. It's below that the benefits to workers, comp life and health insurance retirement.

2092

05:06:27.340 --> 05:06:34.599

Cooper City Hall: That's what comes out. And when you again, when you remove that. and you removed the one time fees

2093

05:06:34.860 --> 05:06:47.759

Cooper City Hall: vendor increases, it comes out to 3.9 again. I don't want to guess. I want all that, so we see it. We have it. We know it. We're going to say to you to rick a job, chief.

2094

05:06:48.060 --> 05:06:52.279

Cooper City Hall: instead of breaking these jobs. I know we did. I'll send it to you.

2095

05:06:52.620 --> 05:06:57.359

Cooper City Hall: So I have another question, and that is on your page 137.

2096

05:06:58.310 --> 05:07:00.400

Cooper City Hall: How many positions do we have here?

2097

05:07:01.370 --> 05:07:11.919

Cooper City Hall: There's been no increase in our position. So the question was a simple question, how many position? We have? 52 fire partner positions, one

2098

05:07:12.130 --> 05:07:18.679

Cooper City Hall: by a prevention officer, one district chief and one admin assistant. So 55 total of 55,

2099

05:07:19.250 --> 05:07:21.740

Cooper City Hall: I see. 36,

2100

05:07:22.140 --> 05:07:26.470

Cooper City Hall: and it says Italian chiefs assigned to station 17.

2101

05:07:26.740 --> 05:07:30.099

Cooper City Hall: So am I getting charged with Italian. She no, you not? Okay?

2102

05:07:30.860 --> 05:07:38.179

Cooper City Hall: 4 vehicles per ship with 3 by a rescue personnel per vehicle. It's 36 positions, right?

2103

05:07:38.300 --> 05:07:39.100

Cooper City Hall: But

2104

05:07:39.210 --> 05:07:44.769

Cooper City Hall: because you don't know how to negotiate with the Union. You have to hire 52 people.

2105

05:07:45.430 --> 05:07:53.289

Cooper City Hall: No, it's it's a it's a standard 4.3 per position. And that's how you get the number to account for time off

2106

05:07:53.680 --> 05:07:56.960

Cooper City Hall: and everything. Hey, Captain, you don't use 4.3, do you?

2107

05:07:57.100 --> 05:07:57.980

Cooper City Hall: Is it?

2108

05:07:58.110 --> 05:08:05.319

Cooper City Hall: Yeah, I get it. But then it's Union negotiations.

2109

05:08:05.670 --> 05:08:23.279

Cooper City Hall: What's your staff? What's back do you need for he just nailed us for 24 h, and then what do you call coming? We have to have 9 9 csa. To open the desk 24 h for all your recovery? 44, 7. There's 4.3, is it it? What you staffing ratio? What's your staff, staff and factory

2110

05:08:23.690 --> 05:08:26.249

Cooper City Hall: that your minimums meet your minimum. What do you? What's your factory?

2111

05:08:26.780 --> 05:08:33.820

Cooper City Hall: I'm not sure how many people do you have the higher for one position. He's got 31, over 31 more 31,

2112

05:08:33.850 --> 05:08:44.199

Cooper City Hall: and you have 6 on at the time. So 6, yeah, yeah, well, that's what they they stacked them in. Yeah. So if you want to raise your mail, it's 5.1 6. So I said, 4,

2113

05:08:44.610 --> 05:08:47.770

Cooper City Hall: we want to.

2114

05:08:48.090 --> 05:08:58.909

Cooper City Hall: Then we would not just that, for we would probably account for 6 to account for scheduling training, and it's other.

2115

05:08:59.180 --> 05:09:19.319

Cooper City Hall: So we wanted to go from 6 on to 7 on at all times at one. How many more depth is that tired? That's why I just answered it by 6. No, it should be 5 to one, but it's yeah. But we have the same conversation with the Csa. I don't know if you do the fraction, but in reality that fraction of no, we's pay fraction over time.

2116

05:09:19.860 --> 05:09:24.019

Cooper City Hall: Well, you could. You listen. You can always do more the over time we've had a conversation.

2117

05:09:25.330 --> 05:09:33.219

Cooper City Hall: There's the it's it's it's it's it's it's it's it's it's it's it's it's it's it's it's

2118

05:09:34.970 --> 05:09:39.769

Cooper City Hall: all the time

2119

05:09:40.040 --> 05:09:52.899

Cooper City Hall: $570,000 for overtime. Now I understand that we have a hiring issue with where in general it's impossible to staff across the United States. But

2120

05:09:52.980 --> 05:09:58.790

Cooper City Hall: that really shouldn't be my problem that I'm paying in over time. So I I don't understand why I'm paying over time.

2121

05:09:59.270 --> 05:10:05.659

Cooper City Hall: And then what exactly is, constitute special pay for $18,000 in addition to

2122

05:10:06.220 --> 05:10:13.829

Cooper City Hall: 13 million or in in, you know. So the over time last year was 470,

2123

05:10:14.120 --> 05:10:15.240

Cooper City Hall: and

2124

05:10:15.270 --> 05:10:21.039

Cooper City Hall: V, so I believe, went just over 200,000 past that

2125

05:10:21.710 --> 05:10:25.920

Cooper City Hall: so and that might have been to due to a covid.

2126

05:10:26.090 --> 05:10:48.770

Cooper City Hall: you know, fringe at the end of the of the Why am I getting? But my question is, and and I I mean, we have a nice. Our minimum stamping is 12 at all time. But why am I paying over time? So I'm contracting with B. So, and I mean this, and with all due respect, I'm contracting with you to provide the Kit cat service, and I'm contracting with you for

2127

05:10:48.860 --> 05:10:52.430

Cooper City Hall: for 36. Well, 52

2128

05:10:52.490 --> 05:11:18.780

Cooper City Hall: personnel to run my fire services in Cooper City, 55 kit cats to run my services. I'm paying you X amount of dollars to run that. So if you don't have those people when I say you, I mean Bso, that's not my problem. Well, it is my problem, because apparently I have to pay $570,000 an overtime. I've already contracted with you, so if you don't have the personnel, for whatever reason due to

2129

05:11:19.050 --> 05:11:44.469

Cooper City Hall: well, I'd say blue flu, but that's not appropriate here. But then I can ask you, can I make it easier? Not. I know you've spent years. I know you've spent years, but you may not be able to answer. But, Ash, you've been on my own 1 s. So, my, so this is an issue that I have, because now I'm I'm already paying tons of millions of dollars in my budget for Bso.

2130

05:11:45.300 --> 05:12:10.899

Cooper City Hall: And I'm paying for this this person. But this person, due to circumstances beyond my control, is not here. Why do I? Then I I also have to pay for overtime when we're not paying it in addition. If you, if you give me 1 s, I'm going to show you it's I love you madly. So he needs to answer, because it's but he hasn't spent years, and he doesn't know it. But go ahead. But he should. He's not in the Budget department.

2131

05:12:11.240 --> 05:12:16.860

Cooper City Hall: Well, we yeah, that's true that we do have a separate budget department, but

2132

05:12:17.750 --> 05:12:20.509

Cooper City Hall: When there is an unexpected vacancy

2133

05:12:20.700 --> 05:12:25.819

Cooper City Hall: most of the time that's filled with a float person. Right? That's not an overtime person.

2134

05:12:26.190 --> 05:12:32.229

Cooper City Hall: It's only when the float per float personnel are utilized throughout the department

2135

05:12:32.500 --> 05:12:34.480

Cooper City Hall: that they have to hold an overtime.

2136

05:12:34.830 --> 05:12:46.299

Cooper City Hall: Oh, my! Maintain a minimum. Manning. No. And I understand that's in general how over time and and regular is working. That's a standard definition.

2137

05:12:46.310 --> 05:12:48.069

Cooper City Hall: But my problem is.

2138

05:12:48.260 --> 05:13:03.269

Cooper City Hall: I am contracting for X amount of positions I'm paying for X amount of positions, for I'm not. As for Ryan, but it's if if you all, if so, does not have those people that's not on me

2139

05:13:03.740 --> 05:13:21.710

Cooper City Hall: that should not be on me. It should not be on my taxpayers. They should be on bso hire. The people pay them more. I'm gonna float that cost, anyway, because my contract is going to go up. But why am I eating almost $600,000 for that, and I know it's not you.

2140

05:13:21.710 --> 05:13:35.380

Cooper City Hall: Well, it's this way, and and I want to tell you it looks this way, because this is drafted in a very 4 way. But just look at this form, and let's say a firefighter cost us a hundred 50,000, which is probably a little more, and we pay for 52 in case 3 right?

2141

05:13:35.430 --> 05:13:41.159

Cooper City Hall: That would come out to 7.8 million. The salaries. They're not charging us to 7.8, and the over time.

2142

05:13:41.990 --> 05:13:47.880

Cooper City Hall: you know. And and it it. This is a really bad way of looking at it. This is Pso's internal thing

2143

05:13:48.460 --> 05:13:52.639

Cooper City Hall: that they're giving us

2144

05:13:52.920 --> 05:14:11.919

Cooper City Hall: 600 and so. But that's if everybody you're saying that everybody's making 150,000. So they cost you a body cost you a body was but but the the person that answers the phones that she's not making 150,000. It's just I'm not talking about the secretary. I did 52, which is just firefighters.

2145

05:14:13.150 --> 05:14:14.999

Cooper City Hall: and Jacob will

2146

05:14:15.100 --> 05:14:16.190

Cooper City Hall: confirm.

2147

05:14:16.370 --> 05:14:24.279

Cooper City Hall: I know they they wore you down. I I know, because this doesn't make sense. It's formula doesn't make sense. So the only thing that mattered when when we initially went with this was

2148

05:14:24.300 --> 05:14:40.099

Cooper City Hall: okay, whatever numbers you want to put here, we fought over them. And these numbers can never go up more than these percentages. So that's why we could talk about the stupid over time thing all day long until we're doing it as long as it doesn't increase. But as to the mayor's point.

2149

05:14:40.680 --> 05:14:52.960

Cooper City Hall: sorry to drag you in, the numbers are up more because we're at 9.3 9, which I know you said is not truly the case, but that is what's

2150

05:14:53.070 --> 05:15:02.790

Cooper City Hall: what's represented here. So in theory, you're in numbers, you should look at this 472 and over time. which was last year.

2151

05:15:03.400 --> 05:15:08.049

Cooper City Hall: This is last year, and we should say that can't go up more than 5%.

2152

05:15:08.270 --> 05:15:11.869

Cooper City Hall: And so you're up more than 5%. So too bad.

2153

05:15:12.160 --> 05:15:33.790

Cooper City Hall: that's what really means to happen. And that is so we all we need is our staff to look at these any. I I need to have to look at everything from the 9% to the 5. So this one anything over right now. This won't be over, and it doesn't. But it doesn't matter if that one's over as long as the whole, aggregately. That's it. There is their argument we interpret.

2154

05:15:33.840 --> 05:16:01.290

Cooper City Hall: But yeah, that's how they get away from. So we're correct. That is still assessing the word, because in aggregate you wouldn't look at the 9 it because it also talks about just, but if it was aggregate, then I wouldn't need a line by line for for the reverse. If it was, I would just say, this is what you're paying. It's under the the 5, pay it and shut up. So we're all right by being given this. Obviously, then, this leads you to believe that it's not aggregate. This is not.

2155

05:16:01.420 --> 05:16:15.079

Cooper City Hall: You're right. Your actions speak a lot of the words, and I don't mean you, because I know it's not over, and and we need an opio, we should not. But in last year we said the same thing, it went on, and we paid it, and we told that that guy not to pay it. He was supposed to pay. I'm sure he paid

2156

05:16:15.380 --> 05:16:22.920

Cooper City Hall: well, then it soon we should zoom for our money back, we should to be a so that that guy who paid it when he told me. Oh, I'm sorry we are

2157

05:16:23.290 --> 05:16:26.749

Cooper City Hall: so honestly.

2158

05:16:26.790 --> 05:16:49.310

Cooper City Hall: this gentleman has. No, I know you don't. I know you don't like. He's just going to be sitting or agreeing with us. So this is what's handed to me for my in the future and the budget representative. I always said that. Well, and that's my next. We can do one better if you can't with all due respect, and I apologize for interjecting. But if you're not capable, and I don't mean that in in any

2159

05:16:49.310 --> 05:17:00.499

Cooper City Hall: bad way, just because you don't do the budget. If this is not your forte, then why are you here without someone that does do the budget in via so accompanying you

2160

05:17:00.500 --> 05:17:08.260

Cooper City Hall: that did this, so that when we have a question like this they can actually give us a a true answer. It's not fair to you.

2161

05:17:08.330 --> 05:17:29.119

Cooper City Hall: Well, because they're smart, so they put layers between them, and so I'm going to request. If you don't mind, I guess in my commission will need to agree or disagree. Oh, I'll have Daisy here in a heartbeat. She loves those days. I would you the one I would request that we have someone from Budget.

2162

05:17:29.120 --> 05:17:38.780

Cooper City Hall: Any future meetings. No offense map, but I want someone that's preparing the budget here that can't answer the questions, because while you're a very nice person, this is not.

2163

05:17:38.780 --> 05:17:55.129

Cooper City Hall: we have to take responsibility. They're they responsibility. They sent this over to us in advance. We should have went through with our finest. I just got this now, and that could be for a multi of the reason. But I just got this. Okay, so you. So I don't know when they sent it over. But I got it.

2164

05:17:55.350 --> 05:17:58.590

Cooper City Hall: July 11, according to the same June, July 11.

2165

05:17:59.090 --> 05:18:07.970

Cooper City Hall: Well, it doesn't take 2 weeks from now, apparently. They walked. If you let's go one better. I tell you what, Chief, let's make it easy. We're always paying.

2166

05:18:08.030 --> 05:18:14.279

Cooper City Hall: We're we're paying for all the firefighters and all their parks, and all that Kelly days, and all their

2167

05:18:14.370 --> 05:18:24.749

Cooper City Hall: lack of negotiations with the Union. That you do. I've said it for 12 years, 11 years. I'll say it again when you are negotiating with the Union.

2168

05:18:25.050 --> 05:18:34.209

Cooper City Hall: Have us at the table. We're paying it. It's a pass through for you. Don't you negotiate for me? Great job you've done for 11 years. Not

2169

05:18:34.520 --> 05:18:49.799

Cooper City Hall: I don't negotiate with the Union.

2170

05:18:50.010 --> 05:19:15.899

Cooper City Hall: and it was paid. So I would like to make a thing saying that if this is that we're arguing with is going to be paid, then that person is no longer going to be employed. Sorry we are not authorizing you to pay any more money than the line items per minute allow. So go by line, I by line. If it's capped at 5%, do not give many more than 5%. On that I'm done doing their aggregate.

2171

05:19:16.020 --> 05:19:22.880

Cooper City Hall: I agree. I but I think contractually, it says in there 5%.

2172

05:19:26.190 --> 05:19:28.350

Cooper City Hall: Mr. Is that correct

2173

05:19:32.910 --> 05:19:35.160

Cooper City Hall: budgeting costs.

2174

05:19:35.440 --> 05:19:46.140

Cooper City Hall: and then other than not to receive an annual increase of 5% over the budget and cost of the preceding

2175

05:19:46.590 --> 05:19:56.760

Cooper City Hall: accepted any increase in calls for the radio. So. Yeah. And it lets you and even ask you for a specific stuff on you that. So my interpretation of it is I I,

2176

05:19:56.770 --> 05:20:04.679

Cooper City Hall: the captain, he's wrong. What was your interpretation? This one of the few times he's been wrong. He tried to. You know. He knows that his people are. They're not

2177

05:20:04.700 --> 05:20:11.219

Cooper City Hall: whatever. But at the end of the day are we prepared to take on the sheriff's office?

2178

05:20:12.300 --> 05:20:41.430

Cooper City Hall: I've been. I've been yelling to Joe to do this for years, but we have an internal auditor, right? I'm supposed to be auditing our contract. For 2 years we haven't got a response that we we are back on. This told you I didn't want the internal order that, anyway. Okay, before the external auditor we're supposed to be doing it. Remember, she was supposed to be doing it. But where's the report from there? So we could just see her on the table and talk to him that we're bullying all right. So we're gonna do something, Mr. Manager, write him a check. That's exactly. And

2179

05:20:41.520 --> 05:20:52.400

Cooper City Hall: yeah, you know, I'll ask a question just as a newcomer here. How long have we been. you know, engaged in the practice of paying them at a 5% aggregate

2180

05:20:52.520 --> 05:20:53.360

Cooper City Hall: too long.

2181

05:20:53.650 --> 05:21:00.490

Cooper City Hall: I was, gonna say, it's been years and years.

2182

05:21:00.510 --> 05:21:02.990

Cooper City Hall: I believe in that 85%.

2183

05:21:03.040 --> 05:21:18.029

Cooper City Hall: And it's always been. It's not sustain or regardless. And when you ask them for a line by line, I want to know exactly what we, what services we got.

2184

05:21:18.800 --> 05:21:32.039

Cooper City Hall: and there's an Italian word, but I won't use it. But we never received a proper response, not only for services that we received, but the actual basis of the cost 30 million a year. Okay, everyone else gives them.

2185

05:21:32.150 --> 05:21:35.949

Cooper City Hall: I have a billion dollar budget.

2186

05:21:35.970 --> 05:21:38.750

Cooper City Hall: This secret.

2187

05:21:39.170 --> 05:21:45.880

Cooper City Hall: But this gentleman is not going to. No, and I know he's not. But someone has to take a stand, because basically we're being bullied.

2188

05:21:45.900 --> 05:21:59.729

Cooper City Hall: And this is again, it's not the so the people that are here whose feet on the street it's not them. but it's it's it's upper management, and they're bullying Broward County and us

2189

05:21:59.990 --> 05:22:23.010

Cooper City Hall: from a book I don't like Bully. That's right, from what's probably locked in, and not so worse. It's not you happy, not any of you. But I make that the intermediate suggests a lot of years of history. This is like the Palestinians and the Israelis. Are you got free solution? No, I don't have a quick solution, maybe an intermediate step, though, if it'd be okay, I think you know, realistically, 1 one thing

2190

05:22:23.250 --> 05:22:24.709

Cooper City Hall: I wanted to.

2191

05:22:25.480 --> 05:22:39.340

Cooper City Hall: just shares. I I think you know, as we work through the book at a at a high level, that we'll we'll probably need a follow up workshop to talk about our capital projects related to which doesn't have anything to do with fire or police.

2192

05:22:39.460 --> 05:22:46.189

Cooper City Hall: But I wonder if you know to the suggestion that was made earlier, you know. I we could certainly reach out

2193

05:22:46.270 --> 05:22:48.420

Cooper City Hall: and invite

2194

05:22:48.520 --> 05:22:50.330

Cooper City Hall: or require

2195

05:22:50.480 --> 05:23:10.429

Cooper City Hall: that, Miss Daphne, show up to that meeting, and then how careful we can't require anything right? We can. We can, we can request, certainly have no problem telling us to pound sand, understand? But I mean, I mean, I mean to that point. What I'm hearing is we, you know we it may be helpful to, as an intermediate step, that the person here who's actually

2196

05:23:10.430 --> 05:23:28.279

Cooper City Hall: sending the letter and involved in the finance and versus the operation. Why do we have to think of that? Why didn't it be a so? Think to that? If I had it. It's not. It doesn't understand. What does know. We can answer, why not have someone? Because it's not in their best interest, and because we're over a barrel. We're not going anywhere else.

2197

05:23:28.600 --> 05:23:54.409

Cooper City Hall: And we ha! And this is it. This is the way it's been. And again, I don't even think it's shared, Tony, right? Because just because he's the head of the organization, that organization it it's almost like a what is that that movie with the the hidden Italian society. With that that changes everything. It's just I don't think I think there's, you know, there's a black hole when it comes to getting answers on a budgetary issue. So

2198

05:23:54.510 --> 05:24:13.530

Cooper City Hall: and and just to confirm the original 2,004 agreement also provided for 5%. But a hard cap card you not not. You couldn't take it out. There were a couple of exceptions carbon in there as well. So you would you come on up? Do you want us? You want to stick out for your agency, sir.

2199

05:24:15.210 --> 05:24:19.119

Cooper City Hall: They're working here since I was 19. So

2200

05:24:19.240 --> 05:24:35.440

Cooper City Hall: I you care a lot about it. But I think the most important thing if I could, just if I could just say I completely understand the dialogue conversation. I understand the need to be very careful with our numbers, because we're the highest cost to the residents of this.

2201

05:24:35.450 --> 05:24:45.379

Cooper City Hall: the city and I respect that, and each one of you has a very healthy responsibility to ensure that you are making sure that their tax dollars are being used

2202

05:24:45.490 --> 05:24:47.359

Cooper City Hall: prudently and efficiently right.

2203

05:24:47.530 --> 05:24:51.680

Cooper City Hall: All I can do is assure you. as I always have.

2204

05:24:51.850 --> 05:25:17.719

Cooper City Hall: There is no black hole with my budget. Do you have any questions regarding my budget? I'm prepared to go line by line with you right now. I spent 3 h with the manager. If you want to spend 18 h with them. I probably gave them more information, and I think he was ready to even take in, because I was talking about pens and paper clips with him, which probably wasn't so important.

2205

05:25:17.720 --> 05:25:22.470

Cooper City Hall: but each individual line. Item there is justification for it.

2206

05:25:22.470 --> 05:25:40.220

Cooper City Hall: And there is a extensive review process. It takes 30 days or more. It's actually you annually, because I've already started my fiscal 2,425, you know, budget folder with information that I pile into there so that we can budget actually that way. And then why? Why the numbers change in a month. So

2207

05:25:40.220 --> 05:25:54.109

Cooper City Hall: because we're not aware of this State legislature, we can't predict in our crystal ball what they're going. Numbers are already out there, but we can't predict what the final actual reports are going to be from. I have the report here. I can show it to you with what the percentages are going to be.

2208

05:25:54.480 --> 05:26:06.970

Cooper City Hall: Those are those are things that are required by the state. It's very similar to when the State passes a. When the States have a new law to where now they require that every school resource officer has a ballistic

2209

05:26:07.050 --> 05:26:18.239

Cooper City Hall: right or shield, and you think I have to budget for that? Why are we eating it, though? That's like a true in the second letter. So in reality, in reality Mr. Mayor and commission.

2210

05:26:18.250 --> 05:26:32.109

Cooper City Hall: you know I understand the concern with the 5. I understand the concern with the with the the overall percentage, but I can assure you that it works in favor of the sitting. for my, I can speak for my budget.

2211

05:26:32.140 --> 05:26:44.920

Cooper City Hall: So, for example, I have a budgeted line. Item that deals with communication services, which is that mine? I'm with the 3,605 on month, 432 60 a year per Lpr device, right?

2212

05:26:44.930 --> 05:26:50.439

Cooper City Hall: That item went up 30, you know. Not 5%.

2213

05:26:50.470 --> 05:27:07.630

Cooper City Hall: But I have to budget for the Ops that this commission approved. If this commission, approved. Lp, ours, and then you signed out a crime happen. And my response to you is that if you are not functioning, you say why? I said, Well, because I didn't have enough money in my budget, you would think of me as incompetent.

2214

05:27:07.630 --> 05:27:22.000

Cooper City Hall: and so I communicate. Now, what I do do, though, is, I go to the city manager. I say, hey, this is what I'm budgeting. Just so, you know, because I need to account for these extra air cards. but simultaneously with the uniform line item.

2215

05:27:22.000 --> 05:27:37.810

Cooper City Hall: I'm able to come down 1,000 because I don't need those ballistic 12 ballistic best this year I need 6, but you know what? Next year I might need 9. So I'm at the get 9. So an extra few 1,000 for those 3 extra best. But that's going to be an extra 15 that mine at. So it fluctuates

2216

05:27:37.810 --> 05:27:53.020

Cooper City Hall: when it comes to electrical costs and ftnl, I don't control when Fp. And also we're going to have a 9% increase in that rate. I have to budget for it to ensure that I keep the lights on because it's actually I pay the utilities on behalf of the city for that building.

2217

05:27:53.220 --> 05:28:17.880

Cooper City Hall: When it comes to other items like I have this year in my investigative line I have. It's a $1,205 budget as line item, I increase it to $1,805. So it's a $600 increase that is tied to 2 Lprs that we put into the city park, so in reality went up $600. But $600 on a hundred percentage wise

2218

05:28:17.880 --> 05:28:36.569

Cooper City Hall: is what 50%. And so in reality, if I cap myself at the knees at 5%, there's no way I can add 600, I mean sorry. $600 that line add on. So it's not an abuse. You'll see if you go through the line on them that there is no line on them that goes up always 5, no matter what.

2219

05:28:36.600 --> 05:28:57.139

Cooper City Hall: There's actually a lot of line that we go through my budget that we're cut significantly, and then others that are just remaining at 0, because those costs did not, even as to what the contract should read or what it does read. It sounds like you're making a good argument that it should be an overall. Well, I'm certainly not a lawyer. There are 2 skilled lawyers at this table. All 3 might be 3,

2220

05:28:57.140 --> 05:29:16.510

Cooper City Hall: 3. That's it. 2 volunteer tonight. One is that? Yeah. But but I'm not one. But all I can do is talk as a partner to the city on what operationally operationally makes sense for me. To provide services in the most sense would be. We can't protect costs right? So you don't want. Let's do it.

2221

05:29:16.760 --> 05:29:43.799

Cooper City Hall: That would make you why you use it so, not you, but V as so so fearful, and then I here oh, you know, if we do a true, it's going to work against you. I would love to have that conversation. I don't think this is the this. I don't want to hijack the managers budget cover. I love to have a conversation with you. Why, I believe that model was created to benefit the contract cities. That's really believe. I know that I know that we'll have to have a spirited conversation about, but I believe that it was this model was created to help

2222

05:29:44.100 --> 05:29:45.360

Cooper City Hall: which which

2223

05:29:45.570 --> 05:30:07.100

Cooper City Hall: let me not go there was created to help the city for their budget purposes, right? Having the ability to know what your highest cost is is public safety in advance. This model helps the city set their military right, and the county runs the money because the county fronts, because the county fronts the money. But it's still before you milligrate with, said

2224

05:30:07.220 --> 05:30:21.249

Cooper City Hall: this is the way the model is set up. But last year, let's say, for example, you know, I spent 850,000 plus in my overtime budgeted. I was budgeted for under 500,000 all! Why can we do this? Why can't we?

2225

05:30:21.350 --> 05:30:35.749

Cooper City Hall: Why can you guys work with us? And we say the county is gonna pay this, not not to share it with the account. I I do. And so here's how I work with you last year, my overtime, and you know this, because, as part of your quarterly reports, I attach the year to day budget, which shows you my actuals

2226

05:30:35.760 --> 05:30:46.429

Cooper City Hall: that budget will included over $850,000 for overtime cost this budget before you is not asking for $850,000, which is a $350,000 increase

2227

05:30:46.480 --> 05:31:01.749

Cooper City Hall: actually in the spirit of the city's understanding of this 5%, my over time is at 4, a cost which is only $20,000 versus $350,000. Is there a way you can help us

2228

05:31:01.820 --> 05:31:04.119

Cooper City Hall: do the same with fire on their

2229

05:31:06.070 --> 05:31:10.689

Cooper City Hall: well, I'm I'm sure that the model is the same.

2230

05:31:10.930 --> 05:31:12.829

Cooper City Hall: I mean, there's an overtime cost.

2231

05:31:13.340 --> 05:31:21.510

Cooper City Hall: you know, regardless he. And he's eating some. So can you guys eat a little? Well, like I said it was. It was. There was over $200,000

2232

05:31:21.680 --> 05:31:25.729

Cooper City Hall: last year that exceeded the contract.

2233

05:31:25.850 --> 05:31:33.900

Cooper City Hall: They added 100,000. And again, could it go over? Yeah. And if it goes over B, so is going to eat it. But

2234

05:31:34.590 --> 05:31:38.279

Cooper City Hall: they added 100 just based on the previous year

2235

05:31:38.830 --> 05:31:45.849

Cooper City Hall: to any way you can help us. We're not covering a hundred percent. We need to go negotiate for us with when it said and done.

2236

05:31:46.100 --> 05:31:58.699

Cooper City Hall: If it costs more, that's that's on. Bso. It's not on Cooper City. We don't come back 8 months into the contract and say, Hey, we need more money, but if it could cost more. It's here said with love.

2237

05:31:58.730 --> 05:32:00.070

Cooper City Hall: if it's here

2238

05:32:00.160 --> 05:32:11.879

Cooper City Hall: and I'm paying $570,000, you said, if it's if it costs more, it's on Bso, but I have $570,000 in my over time

2239

05:32:11.880 --> 05:32:21.580

Cooper City Hall: on this line, on. So obviously, it's costing more, and the so is not eating it, I need it, and when you pay over time well, that's your plan.

2240

05:32:21.580 --> 05:32:46.110

Cooper City Hall: I don't care how you look at it. Well, some people believe over. Time is cheaper because you don't pay benefits on the employee, and you get 110 perfect. Then let's pay you over time all the time, and we'll do. Say, Yeah, there's a balance of of how much over time versus it is, and I understand that. But I will look at both of you and and explain to you that we have literally

2241

05:32:46.240 --> 05:33:00.340

Cooper City Hall: a 1010.1% increase in property values. Fantastic. Unfortunately, you gentlemen just ate the entire 10.1% with your over 2 million dollars increase.

2242

05:33:00.630 --> 05:33:06.499

Cooper City Hall: So I have only one thing to do, and that is, I can only keep the millage. As it is.

2243

05:33:07.050 --> 05:33:12.489

Cooper City Hall: I can't reduce it. I reduce it now I'm in the whole. Why, I mean the whole Bso.

2244

05:33:12.870 --> 05:33:19.110

Cooper City Hall: This is not sustainable, mind you, I am not going to be here in the end of 24.

2245

05:33:20.250 --> 05:33:27.380

Cooper City Hall: The problem is, I can't plan or do anything more than I'm doing now. It is not sustainable.

2246

05:33:27.440 --> 05:33:30.660

Cooper City Hall: I pity the mayor who comes in after me.

2247

05:33:31.720 --> 05:33:32.850

Cooper City Hall: I truly do

2248

05:33:32.970 --> 05:33:43.280

Cooper City Hall: in in Mayor. I understand that. But just to we put in perspective again. So that 2 point and you're absolutely right. It's almost a wash. That's 3.1 2.1 from Dso. And the I,

2249

05:33:43.620 --> 05:34:00.220

Cooper City Hall: if we can remember. That was because, we added, I can speak on the Pdf side. That's because we added services. So 2.1 take away 400,000 logs for services. We added to 1.2, and then $217,000 additional income to offset that cost. So

2250

05:34:00.300 --> 05:34:07.549

Cooper City Hall: just to help you. So we are. My, but that's all. That's all. In police. I haven't heard what fired it.

2251

05:34:07.560 --> 05:34:22.389

Cooper City Hall: what like, what what like, what, what what like, what what? And I interject one more time. If you don't hold on, I get up. We give. We do give transport fees and and different fees back to the city people. You give it back.

2252

05:34:22.930 --> 05:34:26.480

Cooper City Hall: You give me what I

2253

05:34:26.640 --> 05:34:31.039

Cooper City Hall: rightfully belong. Well, it's money back to offset

2254

05:34:31.120 --> 05:34:47.180

Cooper City Hall: the cost of the contract. And and who does the collection. We have a third party. Great! How well are you doing on that. Mr. City? Manage you? Let's get a report on that right. I think I think I you call it about 30%.

2255

05:34:47.450 --> 05:34:51.150

Cooper City Hall: No, I think we're doing about 67%.

2256

05:34:53.840 --> 05:34:55.240

Cooper City Hall: No, it's it's

2257

05:34:55.820 --> 05:35:13.440

Cooper City Hall: from from my perspective. with different cities. That's a lot of the 67% that you see. But of course I've never seen a damn report. This is no, no hold on a moment. I I not only don't want to see that, but of that, how much do we pay out of that? Do you pay the third party, or do we?

2258

05:35:14.750 --> 05:35:17.669

Cooper City Hall: That's a good question. I know. I only ask good ones.

2259

05:35:17.970 --> 05:35:40.129

Cooper City Hall: you know. I mean, that's they're going it for the so for every contract city I don't care about every other contract I care about, so I don't see a bill from Digit Tech for Cooper City that that that's going to be the best contract so they might take. That's my problem. And it's a third normally that they take.

2260

05:35:41.870 --> 05:35:44.460

Cooper City Hall: What do we know? Have we checked on you?

2261

05:35:44.720 --> 05:35:49.760

Cooper City Hall: I'm done trusting you, I trust, but

2262

05:35:50.700 --> 05:35:52.609

Cooper City Hall: I'll follow up with your questions.

2263

05:35:52.820 --> 05:35:56.980

Cooper City Hall: So tonight yes, now you may. Okay. So

2264

05:35:57.130 --> 05:35:58.350

Cooper City Hall: which one is.

2265

05:35:58.640 --> 05:36:10.789

Cooper City Hall: So again, not, I know it's not you, she. So I'm not not blaming you on anything. It's just direct it to you because you're sitting in this. But if you look at your letter

2266

05:36:11.940 --> 05:36:21.200

Cooper City Hall: we're at 5, 70, and over time you go to last year, or at 4 50 last year with a 26. That's a 26% increase.

2267

05:36:21.300 --> 05:36:25.350

Cooper City Hall: And over time that it's

2268

05:36:26.020 --> 05:36:27.730

Cooper City Hall: unacceptable. Well.

2269

05:36:27.740 --> 05:36:36.699

Cooper City Hall: I was thinking something much worse. But yes, that's unacceptable. Now, if we go down to operational supplies

2270

05:36:36.990 --> 05:36:39.329

Cooper City Hall: 80 90,000,

2271

05:36:40.040 --> 05:36:42.789

Cooper City Hall: and if you go back to

2272

05:36:42.980 --> 05:36:47.160

Cooper City Hall: the year before the same same exact figure.

2273

05:36:47.440 --> 05:36:50.080

Cooper City Hall: So if everything's gone up by

2274

05:36:51.220 --> 05:36:57.539

Cooper City Hall: 1015, 20%, how does it? Something that's operational supplies.

2275

05:36:57.700 --> 05:37:03.159

Cooper City Hall: No, I'm looking at operational Supplies Institute.

2276

05:37:03.390 --> 05:37:09.799

Cooper City Hall: okay? 89, 4, 98. Okay. But it's the same

2277

05:37:10.030 --> 05:37:15.360

Cooper City Hall: the year before. How is that possible? If everything's gone up.

2278

05:37:15.600 --> 05:37:39.749

Cooper City Hall: just plug the same number. But that's what I'm saying is it's there I I have no problem with things not being proper, but there's no consistency. I love consistency. So if everything's going to go up because it's a and this is a, this is a, a, a, a material. This is your. So if everything is going to go up because everything did go up by 2025, 30%,

2279

05:37:39.860 --> 05:38:00.860

Cooper City Hall: how does that stay the same? And it's not like that was $1,000 where the amount that it would go up would be a negligible amount. We're looking at 90 that. And again, I round up. Sorry

you're looking at 90,000. So how does that not go up? Not that I'm complaining, because that's illogical, that's all our medical supplies right? But they went up.

2280

05:38:00.990 --> 05:38:27.309

Cooper City Hall: I mean, I know when I didn't. My my go to the band days first pharmaceuticals my daughter goes through goes through band days like I I think she's. I think she's obsessed with them and the cost from you. You're laughing, but you've no idea that they're insane when it comes to Band-aids, but the cost for band dates regular Band-aid has double in in just to go to the storm, purchase them. So that's double. You all use a lot more band aids than my daughters do

2281

05:38:27.410 --> 05:38:32.430

Cooper City Hall: right. One of the things that we do is if there is an increase in our pharmaceuticals.

2282

05:38:32.540 --> 05:38:42.929

Cooper City Hall: We opt to look at other vendors to produce them, so we that we may not have a price, increase the same exact price

2283

05:38:43.030 --> 05:39:12.679

Cooper City Hall: set in the nicest possible way. And I know it's not you, right? Someone just put in the same exact number. This is not indicative of what was used and what's going to be needed, because there's no way you didn't have the same exact amount of calls between last year and this year, and you and I know for a fact that you didn't have the same exact calls. So if you had 100 cardiac incidents, I guarantee you did not have this, and I guarantee that y'all didn't use the same amount of

2284

05:39:13.210 --> 05:39:38.650

Cooper City Hall: Iv's and and and infant Ivs, and and etc., etc. That would be the only way for these numbers to be identical, and they are. And again, I know it's not you. But when, whomever actually, if

they come here, I need that question answered, if you can. But we really didn't want to be so on the fireside, because she gets numbers from that department plug in. So we have to be

2285

05:39:40.900 --> 05:39:45.100

Cooper City Hall: like, I spent a lot of my life argument with these numbers.

2286

05:39:45.510 --> 05:39:51.760

Cooper City Hall: Let me be realistic. Jangle is there for the portion of my life on our

2287

05:39:51.810 --> 05:40:13.759

Cooper City Hall: either you had to be ready to move on, or you accept the numbers. That that's the reality. Right schedules over time. He doesn't schedule this. This gentleman cannot. We can't say scheduled. He has no control over the scheduling downtown. So if a Bso fire message is different than the police, and it's flawed, it's flaws

2288

05:40:14.320 --> 05:40:21.170

Cooper City Hall: just like the whole 55 or whatever. and for years we thought about it. So we

2289

05:40:24.040 --> 05:40:28.630

Cooper City Hall: but last year we were going to accept it, and our ups have something to check, anyway. So.

2290

05:40:30.060 --> 05:40:38.220

Cooper City Hall: guys, I mean, it would be nice to look at the each line. I don't see what it's done up and ask for a contract, let's say, give us justification.

2291

05:40:38.390 --> 05:40:56.550

Cooper City Hall: but it's not. It's not this, general. I would I would. I give him the opportunity. But it doesn't give you. I'll give it to you if you don't have a comparison. That number none, because we never in in all. My, you're not going to the justification. I'm going to give it to this gentleman.

2292

05:40:57.690 --> 05:41:00.019

Cooper City Hall: Can I ask another one

2293

05:41:00.570 --> 05:41:06.880

Cooper City Hall: maintenance slash ground? 5, 4, 6, 4, 0 3.

2294

05:41:06.970 --> 05:41:29.750

Cooper City Hall: It's 1,550 here it's 1,550 last year. Now, my lawn people went up 25 to 30%. So how is yours? Yours did not go up at all, and that you're also looking at repairs because it's R. And M. So no, the same again, it's the same.

2295

05:41:30.080 --> 05:41:40.470

Cooper City Hall: But for me like that, that particular line item is going to be like the nations of the key card access points and things like that. So it's that full contract.

2296

05:41:40.560 --> 05:41:49.110

Cooper City Hall: something that's going to fall outside the scope of public works, maintaining facilities that we are responsible for. I don't know how he's using, but I'm assuming similarly.

2297

05:41:49.490 --> 05:42:13.009

Cooper City Hall: is that how you use it, she, Farrington. Well, I would like a definition, for because he's not only you know, but you don't know what that lines for, right? So if you can. I don't add that I don't pull out of that line. He knows as much as I don't. I don't. I don't pull out of the vehicle line. Item, yeah, our fleet does that. Can you add that to my questions? Yeah, thank you.

2298

05:42:13.140 --> 05:42:14.370

Cooper City Hall: Thank you, Mayor

2299

05:42:16.470 --> 05:42:17.200

Cooper City Hall: cheap.

2300

05:42:18.020 --> 05:42:18.840

Which one

2301

05:42:19.710 --> 05:42:24.109

Cooper City Hall: are you through with your report, or do you want to continue?

2302

05:42:25.840 --> 05:42:36.369

Cooper City Hall: I think you did a good job. I'm trying to get your questions so I can bear enough so I can get the answer. So tomorrow night

2303

05:42:36.780 --> 05:42:45.970

Cooper City Hall: you get. Tomorrow night you'll be back with all the answers, and you and the spokesperson right? Any other questions. I will be addressing it with our budget director.

2304

05:42:46.200 --> 05:42:52.679

Cooper City Hall: I I hope, by tomorrow night

2305

05:42:52.850 --> 05:42:56.410

Cooper City Hall: you know departments within via the sentence, or she it plugs in what they said.

2306

05:42:56.720 --> 05:43:03.590

Cooper City Hall: If you want to know what's in the R and of fire, you could ask the fire side, you know right well, like you say, with ground.

2307

05:43:03.870 --> 05:43:14.569

Cooper City Hall: I don't do that with vehicles. I don't touch that, that's all. It's all pulled out by other departments within fire. So, Chief, one of the questions. You weren't here, but years and years ago

2308

05:43:14.690 --> 05:43:18.170

Cooper City Hall: we were doing the right thing, and we added a new rescue.

2309

05:43:18.560 --> 05:43:22.319

Cooper City Hall: And we were told and literally based the millage

2310

05:43:22.370 --> 05:43:25.680

Cooper City Hall: on the increase of the 1.2 million that they told us

2311

05:43:25.710 --> 05:43:34.210

Cooper City Hall: we increased the millage, and then came back to the shaking and said, yes, they came back and said, Oh, we we were dyslexic. It's 2.1,

2312

05:43:35.130 --> 05:43:36.230

Cooper City Hall: I kid you not.

2313

05:43:36.570 --> 05:43:44.219

Cooper City Hall: So we we went ballistic on them, and they finally settled on 1.6. But the number is not the important thing.

2314

05:43:44.360 --> 05:43:55.699

Cooper City Hall: The fact is, it was. But we're gonna give you all probe. And that way. It's a teaching lesson for them. You get your your man filled, if you will, your position build.

2315

05:43:55.850 --> 05:43:57.080

Cooper City Hall: So tell me, chief.

2316

05:43:58.630 --> 05:44:01.090

Cooper City Hall: the makeup of

2317

05:44:01.350 --> 05:44:12.629

Cooper City Hall: Cooper cities firefighting. Now do we have the probe? Do? No, I know we don't. I don't know the answer to it. It would depend on the day.

2318

05:44:12.880 --> 05:44:22.589

Cooper City Hall: because every day. We don't have people, I mean, you have to agree. It is shit, but so right the ones that are assigned right. Let's start with that. The ones that are assigned

2319

05:44:22.680 --> 05:44:33.900

Cooper City Hall: tell me how many minimum years experience they have? 2 to 8. Is that a training truck still 2 to 8? One position is all of one. And how many are on the truck? 3.

2320

05:44:34.160 --> 05:44:36.570

Cooper City Hall: Where was the agreement that we had

2321

05:44:37.800 --> 05:44:41.579

Cooper City Hall: that it would be less costly for us?

2322

05:44:42.220 --> 05:44:44.380

Cooper City Hall: Did you get him writing. I did that. Yeah, we did

2323

05:44:44.470 --> 05:44:49.550

Cooper City Hall: hell it on video.

2324

05:44:49.680 --> 05:45:08.789

Cooper City Hall: But it was supposed to be a training position for that third position. The whole truck exactly supposed to be. I believe it was 1, 1, one person, and the other 2 were trainees. They were going to use our facilities because it was the only way, like the mayor explained. They had originally came in at

2325

05:45:09.030 --> 05:45:35.790

Cooper City Hall: whatever $10,000. And then, instead of $10,000, reality was, it was 1 million and change, and we are. We were down here, and they were up here. There was no way. We were coming to an agreement, so at a last stitch effort we came up with. If we do this training facility, instead of getting people that are bidding us, that have 10 years experience that are being paid more. We're going to get the new bees. We're going to train them.

2326

05:45:35.810 --> 05:45:52.209

Cooper City Hall: But that Newbie is going to have 1 one person that's been there that knows what they're doing. So he's a hundred percent right? This guy is definitely falling today when he says that so the cost it should not be. This was done with Israel.

2327

05:45:52.340 --> 05:45:55.089

Cooper City Hall: The cost should not be.

2328

05:45:55.140 --> 05:46:01.150

Cooper City Hall: or someone that has 10 years experience. It should be for someone that's newly hired

2329

05:46:01.310 --> 05:46:05.550

Cooper City Hall: because of the simple fact that that was what was agreed on.

2330

05:46:07.100 --> 05:46:14.040

Cooper City Hall: I'll ask nicely for all the money that we'll pay back. don't you? That?

2331

05:46:14.910 --> 05:46:23.309

Cooper City Hall: And from that point forward, because the person we contracted to come up with that amount has to get that back to a ship.

2332

05:46:24.170 --> 05:46:28.760

Cooper City Hall: So our internal auditor and our external owners are supposed to be looking into that. So?

2333

05:46:29.400 --> 05:46:36.259

Cooper City Hall: And we're just why. Why, bark, if we're not going to do something, guys, hey? I'm ready. We file once we'll file again.

2334

05:46:36.930 --> 05:46:39.019

Cooper City Hall: I'm a lawyer. I don't want a file.

2335

05:46:40.380 --> 05:46:44.920

Cooper City Hall: I since we mean that I believe that rescue 228 has

2336

05:46:44.930 --> 05:46:49.810

Cooper City Hall: 1 20 position. and it's supposed to be 2, according to

2337

05:46:50.200 --> 05:46:52.900

Cooper City Hall: your contract. From 8 years ago

2338

05:46:53.010 --> 05:47:12.690

Cooper City Hall: it was like the one that we presented contracts. It was verbally right now we we renewed the contract if we renew the contract based on that. So unless you tell me you're fortunately told this, you're going to do something, and you didn't do it. And it, Mayor, do you remember? Because I I don't look at the contract right well, I do. You remember if it was.

2339

05:47:12.790 --> 05:47:20.699

Cooper City Hall: was it not? Just 2 to 8? But I think it was. I think it was in general, so, whereas it may not be 2 people per truck.

2340

05:47:20.700 --> 05:47:44.079

Cooper City Hall: It might have been at least one person per vehicle that we had. So one person for the new one. No one should. She's right. No, no, I got. Oh, my God! The sky is not going to be free. It's because we're hiring 3 people. One we knew Lieutenant had a train. We would do something. We're just going to complain and upset the no, we're not complaining. You guys want to do. No.

2341

05:47:44.080 --> 05:48:01.869

Cooper City Hall: we're we're this is this is legitimate. There's it was, it was. It was the first step it's been able to talk to. So there's a hundred times. How many times have we got this? What else do you want to do? He's 100% right? So if I'm if I'm paying for

2342

05:48:02.220 --> 05:48:05.299

Cooper City Hall: again a a hundred 50,000

2343

05:48:05.680 --> 05:48:18.230

Cooper City Hall: for a a, a. A. A. A firefighter that has 10 years experience, let's say, compared to a 70,000 80,000 guy that just got out that finished.

2344

05:48:18.450 --> 05:48:21.860

Cooper City Hall: Then I'm it's almost a 2 for one.

2345

05:48:22.070 --> 05:48:31.359

Cooper City Hall: and I'll be glad to tell you that we put through with your health room with scholarships through the Fire Academy.

2346

05:48:31.660 --> 05:48:32.609

Cooper City Hall: We'll hire them.

2347

05:48:33.040 --> 05:48:52.400

Cooper City Hall: That's beyond us. Jacob, can you give them a little brief taste of how much we you know we have? I've been there. The mayor was there as well. I was the former manager last year about you're going to start the same conversation with the Newbies versus

2348

05:48:52.400 --> 05:49:07.069

Cooper City Hall: show me what all the payroll is on Monday, April Monday. Let me write it down. So then let's have a meeting with Sheriff Tony. We want to know why they have the high paid paramedics. The other one don't. They gave us another, we

2349

05:49:07.070 --> 05:49:14.409

Cooper City Hall: alright. So we've got 3 trucks, so if we have 1 4, so if we have one new B

2350

05:49:14.880 --> 05:49:41.759

Cooper City Hall: on each of those I'm taking 150 again, easy number 150,000 salary and bringing it down to probably 75 80,000, even 100, you say, but 2,000 times 4. That's $200,000. I I did a ride along on Saturday, and the guy on my truck was a a Kobe or a new guy actually lives in Cooper City.

2351

05:49:41.850 --> 05:49:59.120

Cooper City Hall: a floater, a floater? Yeah. So they are doing it. So here's the question. This, this payroll cost right? They gave us right. They based on what day did they face it off? Exactly where everybody's got 40 years of experience.

2352

05:50:00.100 --> 05:50:07.110

Cooper City Hall: See, this is easy, because these people are assigned to the district. They're they're they. Yeah, Commissioner.

2353

05:50:07.140 --> 05:50:27.139

Cooper City Hall: There's also, you know, union contract where they have a right to bid based on Senor. Once again, let me repeat myself. They they've been every quarter or month, every year. No, no, no, it's it's a recorded yeah, yeah. So your your your personnel costs could be right to change 4 times a year. Right? It's plus your

2354

05:50:27.180 --> 05:50:32.959

Cooper City Hall: the people. There has to be a vacancy in order to bid into.

2355

05:50:33.290 --> 05:50:38.149

Cooper City Hall: So the Cooper City people don't leave, and there's no vacancy. So

2356

05:50:38.280 --> 05:51:01.949

Cooper City Hall: it's not like it's a rotating. I made that argument one time. Now and then they told Senator Galler that that wasn't true. We actually have people to get gave us a thing. You let you bother me. So they came back with this payroll. But I'm sure you're a little bit lower than everyone else. I mean it. It's just you guys prepared to do something. We're just wasting it. I mean, I have to. I have the same personnel in the station, and all 3 shifts outside of the floats.

2357

05:51:03.190 --> 05:51:11.240

Cooper City Hall: What do we do problem is and we get in charge for experience.

2358

05:51:11.410 --> 05:51:19.079

Cooper City Hall: He says we're getting floats. And I said, the problem is, we're getting floats. We're not getting the experience people like we are paying for.

2359

05:51:19.560 --> 05:51:26.850

Cooper City Hall: So if you're going to give me the the probe. charge me for no, I don't. Floaters that have been with the so for 7 years.

2360

05:51:26.880 --> 05:51:45.470

Cooper City Hall: Right? Some people. They prefer that. I you get a senior person, even though why? Why does it? Why does it polygraph exam. Cost more money for 5 or 500, and then the cops really just explain that to me does. But when you get their numbers the fireside charges is more than the we side, we should be bid through every give me a true up.

2361

05:51:45.470 --> 05:52:03.939

Cooper City Hall: and you know what? Here's the true, this is the reality. Right? So the way it really works is the share for our county gets the general fund budget law enforcement and he doesn't for fireside. Okay? So he can eat a lot of costs off the county on law enforcement. That he can't do on fire. Fire is solely funded through contracts, and with the county

2362

05:52:03.940 --> 05:52:29.690

Cooper City Hall: is through enterprise, so they don't have a pool to take from. So if you look at like the overhead cost of fire, it's a lot more than I'm pleased, because Sheriff can take that from there. He doesn't have that ability on on fire. So that's the reality. So fire isn't as good a deal theoretically as police is because they don't have the money. There's no where to pass the cost off. The only county things that you get the enterprise from for the Airport se Board, you know, small

2363

05:52:29.710 --> 05:52:36.860

Cooper City Hall: area of unincorporated. So that's true. So you're you're going to have a very high. It's one of the higher paid agencies.

2364

05:52:37.070 --> 05:52:41.589

Cooper City Hall: And if we believe that, that's what we do want better service, and we're going to pay for it.

2365

05:52:41.780 --> 05:52:46.839

Cooper City Hall: That's that's the true. So they don't have the facts, so they say, like the fleecy is.

2366

05:52:46.900 --> 05:52:49.909

Cooper City Hall: you know, and and I will use a dirty word

2367

05:52:50.950 --> 05:52:52.430

Cooper City Hall: regionalization.

2368

05:52:52.470 --> 05:53:05.610

Cooper City Hall: It is a long time incoming. Yes, we have. And I I feel that if I failed in my mayoral duties to the people of Cooper City, I feel because I haven't had reading regionalization implemented.

2369

05:53:05.870 --> 05:53:07.510

Cooper City Hall: That would be wonderful.

2370

05:53:07.830 --> 05:53:19.600

Cooper City Hall: Why don't you help out with regional? There's no argument here. I think that's the way to go. So it's it's a higher up to explain it. Today I have, but they do it in Palm Beach. They do it in Day County.

2371

05:53:19.630 --> 05:53:27.760

Cooper City Hall: We need to do it here. We're 20 years behind the A. Paul. What can I say? It's it should happen. It's better for the residents.

2372

05:53:28.260 --> 05:53:45.500

Cooper City Hall: We can move assets around in the. We agree on something. We're not. It's not that it's not. There's almost 20 years to end with them. Close to that response, right? Was voted on in like 2,002 by the residents, partner, that 1, 2 years voted on.

2373

05:53:45.740 --> 05:54:01.439

Cooper City Hall: They may be the regionalization. So any time in my life, here's another question that I have from like we're now we're, I think we're going way way beyond, and we have to come back to the right. So let's real us back in. Oh, my goodness, we are agreeing, which is very frankly, we go on to Parks and record. Yes, we are.

2374

05:54:01.920 --> 05:54:03.319

Cooper City Hall: Thank you very much.

2375

05:54:03.620 --> 05:54:12.200

Cooper City Hall: chief. I think you're awesome. I I love our the answers, I think, and they're all awesome. I just. I'm not happy with the budget.

2376

05:54:12.590 --> 05:54:13.690

Cooper City Hall: I understand

2377

05:54:13.950 --> 05:54:27.870

Cooper City Hall: he wishes it would different to right, which it was definitely laid out differently. They are commissioners, if I might, as the chief steps off and Stacey to that. Up here we have parks and Rec building road and bridge

2378

05:54:28.170 --> 05:54:30.530

Cooper City Hall: police confiscation.

2379

05:54:30.600 --> 05:54:45.590

Cooper City Hall: pre-trust funds. And then basically, good old Raj on the water and sewer end. so we're yeah. He's he's got back there. Are you still in a Raj? All right, do you? Easy, good soldier? I might. I wonder?

2380

05:54:45.950 --> 05:54:48.330

Cooper City Hall: if it's all right.

2381

05:54:48.340 --> 05:55:03.030

Cooper City Hall: we'll just want to put Parks in right to the end. So you want to move on and you want to do it in time. I wonder. I wonder? Actually, I think if you guys, I I would like to move through our operational side still, which I think we can.

2382

05:55:03.120 --> 05:55:04.539

Cooper City Hall: and then pick up

2383

05:55:04.600 --> 05:55:22.600

Cooper City Hall: our capitals for the general fund of the waters, who are on another day, perhaps some time in August, to give us a little bit of time. There's been a lot of items we need to follow up on. If it's okay with you that I pause for a moment. Just check our calendars for that next date, so that some of these folks

2384

05:55:22.670 --> 05:55:31.809

Cooper City Hall: like say police to Giovanni, and others as like spacec wraps up, could then exit after they finish their presentation. Is that okay? With that?

2385

05:55:33.290 --> 05:55:41.290

Cooper City Hall: So I just Tim Wise. Perhaps if we, you know, maybe sometime the week of August fourteenth

2386

05:55:41.940 --> 05:55:44.580

Cooper City Hall: for August, the week of August 20 first.

2387

05:55:46.620 --> 05:55:51.580

Cooper City Hall: And we have a commission mind going.

2388

05:55:52.040 --> 05:55:54.560

Cooper City Hall: or perhaps yeah.

2389

05:55:54.690 --> 05:55:55.430

Cooper City Hall: about

2390

05:55:56.630 --> 05:55:57.839

Cooper City Hall: it needs to be.

2391

05:55:58.030 --> 05:56:02.199

Cooper City Hall: take a day. And then

2392

05:56:02.330 --> 05:56:04.800

Cooper City Hall: if you ask for never

2393

05:56:05.340 --> 05:56:15.560

Cooper City Hall: is the we? Let me just ask from a broad spectrum from a week category the week of the fourteenth, through the eighteenth from your calendar. I'm pretty decent. Does that look? Okay?

2394

05:56:15.860 --> 05:56:40.259

Cooper City Hall: It depends on the time and the day. Yes, any bad days for about right now. maybe. Let's say morning. I have for you thinking after hours or during the day. Yeah, I mean, if possible. I mean, if we could do a 2 Pm. As again, if you guys had an afternoon that might work better for you all we could, we should, I think, when you'd be flexible. Certainly on your schedules.

2395

05:56:40.700 --> 05:56:47.700

Cooper City Hall: I know in the morning on Friday I have something, and in the morning on Wednesday I have something, and I can't get out of either of them

2396

05:56:47.710 --> 05:56:51.710

Cooper City Hall: about Maybe either Tuesday, the fifteenth, or

2397

05:56:51.770 --> 05:56:57.729

Cooper City Hall: 37 to Thursday, the seventeenth, Friday, the eighteenth

2398

05:56:57.810 --> 05:57:03.349

Cooper City Hall: Friday, the eighteenth. No, it's a no Tuesday, I know.

2399

05:57:04.110 --> 05:57:08.520

Cooper City Hall: So it's so fine. Yeah. what about the 14?

2400

05:57:09.890 --> 05:57:22.989

Cooper City Hall: I can work it out.

2401

05:57:23.020 --> 05:57:29.180

Cooper City Hall: Would that work? Okay? Then the fourteenth of August of 2 pm. That I'll be fine. Okay.

2402

05:57:29.650 --> 05:57:36.849

Cooper City Hall: if you could, and I'll go ahead and confirm that, and we can. I have one question for the fire guide.

2403

05:57:37.470 --> 05:57:49.260

Cooper City Hall: So he he! He's looking his room, chief. I just want to know about you know all these new electric vehicles. Isn't there any equipment you guys are having to come up with for that.

2404

05:57:51.920 --> 05:57:58.100

Cooper City Hall: Did you hear that question I was related to about equipment for the the new electric vehicles.

2405

05:57:58.280 --> 05:58:23.919

Cooper City Hall: Is that something that you guys are having to come up with? Or do you training all these new electric vehicles? You can't put water on the batteries. No, you have no more. What are they set up? But is there something that you guys are having to come up with? Or do you

2406

05:58:23.940 --> 05:58:26.450

Cooper City Hall: beginning? I think they're having in our city for this?

2407

05:58:26.750 --> 05:58:37.009

Cooper City Hall: We carry dry chemical. We have phone, we have, we have, and they're all on the drops. My car catches.

2408

05:58:37.290 --> 05:58:43.489

Cooper City Hall: We have 3 different types of extinguishers plus foam and and water, so we'll be able to take care of it.

2409

05:58:43.770 --> 05:58:58.810

Cooper City Hall: But that only matters if you get there in time. Oh, I'm sorry. Let's not go there. We'll be right along all right. August fourteenth, at 2 pm. For the general phone capital, or the water to a capital great with that will segue to parks and erect. But, Miss Stacy.

2410

05:58:59.260 --> 05:59:11.579

Cooper City Hall: sure you want to go after this? well, my overtime is not 500,000, so my number looks great compared to that. Yeah, I got a question. Oh, God, I didn't even open the mouth yet.

2411

05:59:12.040 --> 05:59:31.010

Cooper City Hall: Hold on. If it's okay, let's let her go ahead and we'll give her a brief presentation. And then there's definitely questions. We'll cover them all. Okay? So, as the manager indicated at the beginning of the meeting some hours ago. we did put in a request.

2412

05:59:31.010 --> 05:59:47.210

Cooper City Hall: We did put in a request for a new full-time position within the department. It would be a special events. Assistant. currently. right. Now we operate with one and a half individuals to do our special events. We have anywhere between 26 to 29 events a year.

2413

05:59:47.430 --> 05:59:52.290

Cooper City Hall: 52 weeks sitting here. it we're we're busing at the same with regards to

2414

05:59:52.440 --> 06:00:15.619

Cooper City Hall: special events. We've taken on a lot of new events. We've changed some new events. We want to definitely be creative and continue growing our special events. and we've just kind of hit that cross through that being locked into the part. Timer at 29 h is is really hurting us. so the additional 1112 h a week will help us out consistently. My a lot of common.

2415

06:00:15.690 --> 06:00:21.440

Cooper City Hall: He's not done yet. Outside of that.

2416

06:00:21.650 --> 06:00:50.509

Cooper City Hall: I did want to bring to your attention on. I'm currently looking to it. You'll see a decrease on my electricity. we've been trying to get in touch with up. And now we're trying to figure out what happened. But 3 of my accounts that were that I've historically paid, they're no longer being paid out of my department, so we're trying to get it. Why would you want to look into it. Yeah, because I need, I need power at my buildings. The power is on, but we have. But I don't want to be hit with a large expense, and that money was taken away. So I'm

2417

06:00:50.510 --> 06:01:03.809

Cooper City Hall: would rather be proactive rather than reactive if I'm historically paid for 5 accounts number. That's when you're winning, walk away. Thank you. Every time you guys said that today. Well, that line is subject to change. Just

2418

06:01:03.900 --> 06:01:04.940

Cooper City Hall: fyi

2419

06:01:05.020 --> 06:01:27.150

Cooper City Hall: Outside of that You'll see that special events. We also did have an increase to to that line. Item. we have our 60 fifth anniversary this year for founders. Say, we'd like to make it obviously a special one. You give them that it is the 60 fifth birthday this year. just kind of add some more some different highlights to it. We're trying to bring out a little bit more of a national act with regards to the band rather than a local ban.

2420

06:01:27.200 --> 06:01:45.690

Cooper City Hall: And we're also working with the Fireworks company to to incorporate something along the lines that does a happy birthday or something a little bit more creative. The fireworks are great, but we want to have a special caveat

2421

06:01:45.690 --> 06:02:01.109

Cooper City Hall: City is funny. I listed it for their twenty-sixth anniversary. They spent $50,000. It's your fuel, pump and all. They both did it beautiful, I mean. So it you're on. We'll increase that line item. So And then, of course, our

2422

06:02:02.780 --> 06:02:09.799

Cooper City Hall: light up Cooper City event, our second largest event. we are in need of some new decorations. We've kind of exhausted the life

2423

06:02:09.810 --> 06:02:26.229

Cooper City Hall: of our decorations that we have. I think you guys are all in agreement that Cooper, that that event is so well attended. We've had to expand it. I think we're maximizing every every space out here that we possibly can. again, it's just time we need more decorations, new newer decorations as well.

2424

06:02:27.420 --> 06:02:41.259

Cooper City Hall: outside of that. No real major changes. the normal increases of the reality of where we're at in terms of chemicals and supplies.

2425

06:02:41.360 --> 06:02:45.320

Cooper City Hall: so at this time you guys have any specific questions.

2426

06:02:46.220 --> 06:02:47.830

Cooper City Hall: Yeah, I do go for it.

2427

06:02:48.200 --> 06:02:56.800

Cooper City Hall: All right. So your operating expenditures are going up. 19. We just gave them oh, 9. Why we how does that make any sense?

2428

06:02:58.880 --> 06:03:05.579

Cooper City Hall: So? I know. the increase for the

2429

06:03:05.750 --> 06:03:14.269

Cooper City Hall: the the additional position that we put in? Michael, correct me if I'm wrong. But I believe there was a large increase to the benefits. The retirement.

2430

06:03:14.490 --> 06:03:18.079

Cooper City Hall: now that that 90% with the operating, not the personnel.

2431

06:03:18.210 --> 06:03:19.120

Bye.

2432

06:03:21.300 --> 06:03:28.249

Cooper City Hall: that was under the 8 point

2433

06:03:30.030 --> 06:03:31.460

Cooper City Hall: that took a big jump.

2434

06:03:31.990 --> 06:03:43.420

Cooper City Hall: and it or you got 35% from the year before. So you're up 100% from what you spent in 2022

2435

06:03:43.830 --> 06:03:46.170

Cooper City Hall: that that seems astronomical.

2436

06:03:46.600 --> 06:03:47.390

Okay.

2437

06:03:48.540 --> 06:03:52.970

Cooper City Hall: it's at this rate. It'd be almost better to have Pso fire.

2438

06:03:54.410 --> 06:04:07.630

Cooper City Hall: Oh, my goodness. So we added, which this year we we added the an additional E to the beat and then food that would be at some of the events, whether it be the father, daughter, dance

2439

06:04:07.770 --> 06:04:14.330

Cooper City Hall: the father, son of venture, the mother's day. T The food has really astronomically gone through the roof.

2440

06:04:17.320 --> 06:04:33.969

Cooper City Hall: Why wouldn't we cover that cost by increasing our prices? So we are currently updating our p schedule? But it's not a it's not the same bank and same bank out. So, although we're it, although we're recommending to up increase our p schedule, you're not going to see it on here.

2441

06:04:37.380 --> 06:04:54.329

Cooper City Hall: but we will be doing it well, while it's not represented here, it's going to be yeah. So we have where every year we update our p schedule and I do know for a fact that the special events, such as those events are being increased.

2442

06:04:56.950 --> 06:05:00.289

Cooper City Hall: Yeah, because that means all of our events are pretty much sold out.

2443

06:05:00.350 --> 06:05:13.529

Cooper City Hall: and those and those events, those ones that that have a fee attached to them. Those are Cooper City residents only so like the father, daughter, dance right? Those are those those are so like Cooper City residents.

2444

06:05:13.910 --> 06:05:16.110

Cooper City Hall: I mean, how much more are you looking to increase the

2445

06:05:16.270 --> 06:05:21.039

Cooper City Hall: the price? It's about $5. I don't think anybody is gonna have to issue with that. Yeah.

2446

06:05:21.200 --> 06:05:28.470

Cooper City Hall: So you know, I honestly, I don't think they. I've seen enough justification adding another special events. The system.

2447

06:05:28.580 --> 06:05:31.370

Cooper City Hall: I have a suggestion for that as well.

2448

06:05:31.870 --> 06:05:36.839

Cooper City Hall: and I mean this in in a very nice way. So we have

2449

06:05:37.110 --> 06:05:38.000

Cooper City Hall: are

2450

06:05:38.720 --> 06:05:43.710

Cooper City Hall: team council members. So we have our save members.

2451

06:05:43.950 --> 06:05:50.500

Cooper City Hall: That's a. and I know that.

2452

06:05:51.680 --> 06:05:59.289

Cooper City Hall: I'm just going to use team council because I know that. So I have 2 on the team council and they would get an email. Say.

2453

06:05:59.350 --> 06:06:07.449

Cooper City Hall: Okay, we need help that father, daughter dance, let's see, and that they only were looking for 2 positions. They were only looking for 2 people

2454

06:06:07.560 --> 06:06:08.970

Cooper City Hall: or 3 people.

2455

06:06:08.990 --> 06:06:12.709

Cooper City Hall: So if we are looking for an additional person who is.

2456

06:06:12.790 --> 06:06:14.230

Cooper City Hall: we're shorthanded.

2457

06:06:14.290 --> 06:06:33.569

Cooper City Hall: send out a total call out to everyone and saying, Hey, we need X, y, and Z. Everybody who can come or make it a you need to. If you're not in attendance to this event, then you need to, you know, volunteer. And while you're still not going to get 100, I know there were several events that my kids wanted to work.

2458

06:06:33.590 --> 06:06:49.719

Cooper City Hall: but they didn't, because the spots were signed like before they even opened up their phone. The spots, the 2 or 3 spots that were there were filled up so well. I I understand what you're saying. It's not the actual execute. It's not the actual day of event. Because my team is great.

2459

06:06:49.720 --> 06:07:14.429

Cooper City Hall: Everybody comes together. Everybody works together. It's all hands on deck. It's not the actual execution. It's the planning phase that we are drowning. I mean, we are. We are just really kind of chugging along at this point, and we've continued to take on more and more events we took. We added the Menora, a ceremony this year, the manora lighting the historically, the relay for life that was always done in administration that's now in recreation.

2460

06:07:14.520 --> 06:07:23.180

Cooper City Hall: the autism event that was always done through the Commission.

2461

06:07:23.660 --> 06:07:46.499

Cooper City Hall: You know, you guys told me that David didn't want to participate, and I call Rickl a Mac, and he says, Oh, this was average, we see, but that didn't go. That didn't go through Brandon and I that no, I would tell you what happened. He told me Ryan Cooper City start advertising by themselves. We thought that they didn't want us to participate, and then, when they reached out to us a week before, I said. I can't justify setting all my resources over there, but nobody had that conversation with me.

2462

06:07:46.500 --> 06:07:57.150

Cooper City Hall: No, no, so I don't know if it was held with the previous sitting manager. I don't know. Nobody came to me. All I know is that when my staff contacted you so I I'm sorry, David. They said no, and I said, Why.

2463

06:07:57.150 --> 06:08:24.170

Cooper City Hall: you know, and they said that they were just. We're not interested. So I'm glad that the city manager was able to give you more information, but nobody brought that forward to me. I'm just saying Commissioner shouldn't have to call a city managers, I agree, and if they had an issue with the advertising, then at the very minimum, if they didn't, if they they should have spoken to me, why would you say? Obviously, they might be going different direction, that's what then? That's what they did. They didn't make a big deal. I show up and said. All

2464

06:08:24.650 --> 06:08:35.549

Cooper City Hall: you know, Dso. And Kubernetes doesn't have a single autism, or it's vehicle right? The the ones who have to always, Dave. Well, but you know so the only one we had there was the torque right? Okay.

2465

06:08:35.550 --> 06:09:02.519

Cooper City Hall: And if they didn't fire, it was the one that has the huge autism wise program. They would actually put the outfit on, you know, for the kids to show them how you know they they look in it so they don't get scared. Firefighters have done that as well. I've been to the autism event. I think you guys did that. No, it just. I swear to you I was there and our firefighter, I find he retired. He put on the fire out good, and

2466

06:09:02.520 --> 06:09:10.880

Cooper City Hall: I thought it was the most incredible thing, because I never in my life thought that that would, you know, as I never thought like. Oh, that would hurt

2467

06:09:11.050 --> 06:09:37.310

Cooper City Hall: a a child with autism like how that would freak them out! And when I saw them do that, and how they interacted, it's like, Oh, my God, what a great idea that was! But it was our guide, because I knew that I, so that May, they much should don't want to do long, so so doesn't have an autism program directly that event was done in the Commission office and the last couple of years. It's it's been given to Parks integration. So we're we by the way side. But so

2468

06:09:37.500 --> 06:09:41.730

Cooper City Hall: the trigger tree shop shop

2469

06:09:42.060 --> 06:09:46.869

Cooper City Hall: 30 year thing that was totally dropped last year.

2470

06:09:47.340 --> 06:10:06.500

Cooper City Hall: And you guys said that it was oh, that the plasma of the T. Javon. We're in the police exactly. What do you mean? Nobody told us about it. That's not true. That is true. That's not true. They were stop to shop. You guys were out there. The only person who was there is. He sent the Zone deputy over the day off. He was working over time. It was a pollock.

2471

06:10:06.500 --> 06:10:22.070

Cooper City Hall: Okay with the the zoom that we used to be. Remember, we do the thing of day. The countryside shops one year because they were under it went over to So the one over this last year was a confrontation. But no city.

2472

06:10:22.070 --> 06:10:30.369

Cooper City Hall: I'm open in it. Okay? And so it I mean it was, I don't, did you? Yeah, I did. But let's focus on the budget.

2473

06:10:30.400 --> 06:10:43.839

Cooper City Hall: the the, the shop to shop event. Okay? And I. We we had a a very, very well attended Halloween event that Friday night before, even more so that it was so well attended that we want to make it even better this year.

2474

06:10:43.840 --> 06:11:06.530

Cooper City Hall: Okay, and the the shopping center. They want us in the back. They will not put us in the front line. They will not put us in the back by the dumpsters. I can't see us in the back by the dumpsters. I think that I think that is totally disrespectful to if they if they don't want us to accept in the back.

2475

06:11:06.530 --> 06:11:09.509

Cooper City Hall: and I don't have a we have to.

2476

06:11:10.190 --> 06:11:18.179

Cooper City Hall: If if that was a a feeling, if you thought that should be communicated to the Commission. We are no longer going to participate in this 3 decade event.

2477

06:11:18.360 --> 06:11:19.850

Cooper City Hall: because they want us in the back.

2478

06:11:19.950 --> 06:11:39.429

Cooper City Hall: not we show up and in. And what really happened was, you guys, what you had to the Friday night of it, which was really good, but it was like full everything from that, and switched the event because there was no con costume contest. I mean, I got pictures when I'm like 2 years old there, you know.

2479

06:11:39.430 --> 06:11:58.390

Cooper City Hall: and then I show up as a city commissioner and the events over, because city staff decided that that the Plaza didn't want to cooperate when we spoke with Mongerman, he says the plaza kept trying to contact the city. So I'm just saying, I think what Commissioner Shrouder is saying is.

2480

06:11:58.390 --> 06:12:12.629

Cooper City Hall: if there's an event that's 30 years in the making, 30 years old, and it's been everybody loves it. There's no negative feedback, because if it's don't, if it's not broke, don't fix it, or how over that. So if there's a countryside that they don't.

2481

06:12:12.770 --> 06:12:31.259

Cooper City Hall: if they don't want us in the front, then let us know, and a will find another shopping center, or we'll talk to them. We'll have someone else talk to them and say, because us being in the front, the kids are gonna trick, a treat in front, no matter what. The only thing we did was we took up maybe one row.

2482

06:12:31.940 --> 06:12:56.639

Cooper City Hall: and that that day that event brings so much business to those shops. That's who needs to talk to the sense that if we make the and it's to say that there was no city involvement. That that's not fair, either, because Brandon was out there, and myself. We were all out there, and we have to go. They have to go in, and they have to coordinate with the businesses to make sure that they are going to participate. I didn't have the map. It was on the website.

2483

06:12:56.650 --> 06:13:00.830

Cooper City Hall: If I could interject I was a new person.

2484

06:13:00.930 --> 06:13:23.759

Cooper City Hall: So you'll be going to this event. That's right, that that we budgeted for for this year for for this upcoming year. Correct? Yes. Is that the Halloween shops to shop we are proposing still to run both events. Okay. Given the success that we had out here for people city. We're running that one as well. Okay, I just and maybe just say, I mean, I I I think, hearing definitely what has been said.

2485

06:13:23.790 --> 06:13:25.450

Cooper City Hall: It's been budgeted.

2486

06:13:25.650 --> 06:13:37.290

Cooper City Hall: We'll make sure that it doesn't you doing things that I'm moving on. I want to get back to you. I'm I'm not, and I I'm not saying that you don't have a need. But I, as I sit here because I need more proof before I'm adding a position to me.

2487

06:13:37.460 --> 06:13:41.650

Cooper City Hall: and just in all fairness in my defense.

2488

06:13:41.870 --> 06:13:46.240

Cooper City Hall: any changes that we made to special events was always communicate.

2489

06:13:46.490 --> 06:14:11.360

Cooper City Hall: Whether it was communicated to commission I can't speak to that only matters to me. I don't if you tell, but I'm telling you like. For example, when we made the change for summer account this year I made it a point to say, multiple times, multiple occasions. Summer camp is not being held at these 2 locations. It's being centralized. So I have always made it a point, especially if something has a 3 decade tradition on it.

2490

06:14:11.440 --> 06:14:16.980

Cooper City Hall: I am absolutely going to say something absolutely so they weren't going to do a cost and contest out there.

2491

06:14:17.620 --> 06:14:24.430

Cooper City Hall: I showed up my kids dressed. I communicated it to my my, my supervisor at the time.

2492

06:14:24.670 --> 06:14:33.260

Cooper City Hall: I'm just saying we're advice. There's there's a few gentlemen back there who communicated to the same guy who didn't tell anyone else, but somehow we found out other ways.

2493

06:14:33.580 --> 06:14:47.729

Cooper City Hall: so you might want to find out for them how you get that communication. Because if you have someone, she tells them that he forgets what you want, and everybody. Yeah, of course, I wouldn't say you have question. Yeah, I have a few comments.

2494

06:14:49.470 --> 06:14:50.520

Cooper City Hall: so

2495

06:14:51.630 --> 06:14:59.750

Cooper City Hall: sponsor trips. I know I noticed that. somewhere. I found, I think you, about $12,000 in revenue.

2496

06:15:00.480 --> 06:15:02.960

Cooper City Hall: If we were to fund this

2497

06:15:03.310 --> 06:15:10.440

Cooper City Hall: position, do you think there would be some capacity to increase the number of sponsorships to help offset that cost.

2498

06:15:10.930 --> 06:15:15.710

Cooper City Hall: I think we would have the ability for that that individual to go out and try and obtain the sponsorship.

2499

06:15:16.390 --> 06:15:21.870

Cooper City Hall: because one and I wrote this down before thinking about. You know that position in particular. But just

2500

06:15:22.180 --> 06:15:26.500

Cooper City Hall: I think we have a great opportunity between our our business Advisory Board.

2501

06:15:26.550 --> 06:15:30.060

Cooper City Hall: you know, Mr. Vega, with community Development

2502

06:15:30.950 --> 06:15:40.169

Cooper City Hall: Parks and R to come together and develop a sponsorship program for the city. That would be more comprehensive, for example, and you maybe are already doing this with the 12,000.

2503

06:15:40.360 --> 06:16:06.550

Cooper City Hall: I think we have an a lot of opportunity to grow that, and maybe you know, I know Baptist supports one or 2 of our events, or whoever it is, maybe we come up with an annual package for them instead of getting a thousand dollars here, it's 10,000. Yeah, we have different different sponsorship tears, different levels for the sponsorship packages. so it's just. We are doing a hard look at it as well.

2504

06:16:06.720 --> 06:16:12.989

Cooper City Hall: My professional experience in that area and I'm not trying to overstep. I just know that it. And if we're not already doing this.

2505

06:16:13.070 --> 06:16:15.179

Cooper City Hall: packaging it as a year long.

2506

06:16:15.670 --> 06:16:37.989

Cooper City Hall: like giving them the presentation and saying, You know, for this much you can be involved in. Yeah, so we do. For example, 10,000 will get you this event. That is, on this we don't do our smaller events like the garage sale, for example, we don't take sponsorship for that. Maybe you can help work it with the Business Advisory Board if you don't already see this. That's there, and then we've got a business expo coming up next week.

2507

06:16:38.120 --> 06:16:41.980

Cooper City Hall: so maybe we could have

2508

06:16:42.050 --> 06:16:51.680

Cooper City Hall: someone from, and not that you don't have enough to do already. But maybe we can have someone from staff. Go to everyone at the business expo and say, Hey, how did you know

2509

06:16:51.760 --> 06:17:11.259

Cooper City Hall: sponsor, sponsor or sponsor that you know if they're going to come to our business expo what you know. And Barbara, actually, during our budget meeting, Barbara actually had a really good idea as well, she wanted to, Barbara, or the contractual finance she wanted us to. you know. Look at some of our

2510

06:17:11.320 --> 06:17:38.930

Cooper City Hall: our vendors that we have, for example, to see if maybe they can help whether it's one of our banking institutions just to see if there's any kind of support that way that we that's very common that the vendors will have it budgeted anyway. So any she wanted us even to havepl. They have so much money they just throw in every event. So she did give us that suggestion. So we're definitely going to look at yeah, like any vendor, even organizations that service like

2511

06:17:39.360 --> 06:17:51.410

Cooper City Hall: same same companies that I yeah, I think the the kind of mindset from the staff is we don't have car dealership in the city. We don't have hotels in the city. We don't, but they just never went to the next level.

2512

06:17:51.610 --> 06:18:06.849

Cooper City Hall: Oh, we go to Walmart all the time. They know it's you know, Walmart, the public public's no as Walmart, and and just a case in point. I know you looking for additional people. You run an event essentially with no one.

2513

06:18:07.190 --> 06:18:10.079

Cooper City Hall: and that is chess every Saturday.

2514

06:18:10.470 --> 06:18:17.760

Cooper City Hall: Right? You have not one person there because the room is set up. Quote unquote.

2515

06:18:18.020 --> 06:18:22.450

Cooper City Hall: They bring out to just say, what volunteers all do it.

2516

06:18:22.960 --> 06:18:24.200

Cooper City Hall: and

2517

06:18:24.500 --> 06:18:36.439

Cooper City Hall: I've got to be honest. I go once a month, for sure. I went this past week. and we had well, over 40 people. Did you really? Well over, I mean. But

2518

06:18:36.480 --> 06:18:45.059

Cooper City Hall: the problem was the room. I don't know. There was about 15 to 20% of the room

2519

06:18:45.570 --> 06:18:47.460

Cooper City Hall: stuff on the table

2520

06:18:47.470 --> 06:18:54.600

Cooper City Hall: and put to the side, and then we can have the rest. Well, I've got to be honest with you. We're trying to open tables, and we couldn't even open.

2521

06:18:55.020 --> 06:18:56.300

Cooper City Hall: We need more room.

2522

06:18:56.470 --> 06:19:00.529

Cooper City Hall: And so I guess my question for you would be

2523

06:19:01.290 --> 06:19:04.919

Cooper City Hall: if it's not rented, and then they move over to the bigger one.

2524

06:19:06.550 --> 06:19:10.900

Cooper City Hall: Yeah, that's it. That's absolutely an easy pick. 100. I would think. So.

2525

06:19:11.010 --> 06:19:18.589

Cooper City Hall: Problem is, when it's rented. You can't crack, and we're trying to grow the program. And we are growing the program. I mean, it is phenomenal.

2526

06:19:19.300 --> 06:19:22.750

Cooper City Hall: Then we we're right relegated back to the small room.

2527

06:19:23.140 --> 06:19:26.270

Cooper City Hall: Yeah, which room is that? That was the museum that was.

2528

06:19:26.470 --> 06:19:30.059

Cooper City Hall: you guys are in the the front, right? Yeah. Yeah.

2529

06:19:31.130 --> 06:19:51.250

Cooper City Hall: So maybe the tables can be cleared out, or you know but and kudos again to be a volunteers here, but our full time equivalent in 2,022. Right? We well, then this thing is wrong. Why do we have a wrong thing here? Well, I stand corrected.

2530

06:19:52.180 --> 06:19:55.709

Cooper City Hall: Since I've been here we have remained a full time staff with 12

2531

06:19:56.420 --> 06:20:00.109

Cooper City Hall: during one budget cycle. The recommendation was to take

2532

06:20:00.260 --> 06:20:09.019

Cooper City Hall: 2 full time positions and convert it down to all of our time, and then that was reinstated. So my full time staffing level has remained 12 since I've been on board.

2533

06:20:10.930 --> 06:20:11.640

She's right.

2534

06:20:11.880 --> 06:20:12.870

Cooper City Hall: should you?

2535

06:20:13.380 --> 06:20:30.960

Cooper City Hall: That's why this is wrong. You can make the use of one more or under facility and reference. Yeah, but we never went the for Rect facility, right attendance. The budget was approved that way, and subsequently. We just never. It got reinstated back.

2536

06:20:32.200 --> 06:20:44.380

Cooper City Hall: No, without us. No, it no, that that's not my. When my department came up for reorganization, the new organizational chart was presented with them on it as a full as full time.

2537

06:20:44.450 --> 06:20:53.130

Cooper City Hall: and it was approved that when what was that? December 20 21 there, whenever I brought forward for the

2538

06:20:53.520 --> 06:20:59.630

Cooper City Hall: I was 2021, going to 2,022. They were reinstated this fiscal year, the 23.

2539

06:20:59.910 --> 06:21:19.090

Cooper City Hall: How were they in the positions in 2,022, because the people were still there and they were still

2540

06:21:19.240 --> 06:21:23.739

Cooper City Hall: alright. So I I guess it's actually shows better if you can show we actually

2541

06:21:24.010 --> 06:21:27.510

Cooper City Hall: what we did was everybody remained full time.

2542

06:21:27.550 --> 06:21:44.409

Cooper City Hall: Okay? Well, you're asking for, but that can be because you got an extra full time when you? Added the park range? No, that was reclassified from the previous position that we contracted out the work that the other person was doing.

2543

06:21:44.610 --> 06:21:51.350

Cooper City Hall: What here at city. All this we still are. We have some responsibility earlier. We conflicted up. Yes, but we still have responsibility.

2544

06:21:52.390 --> 06:22:03.409

Cooper City Hall: So the meetings we still have the meetings. We still book the room? We still, we do still have responsibilities here. We contracted out to be even contracts off of pressure. Can you remember? Can we never take that back out.

2545

06:22:03.950 --> 06:22:25.849

Cooper City Hall: But how are you? I've seen. How is it that you want to use this? So the the person that's currently in the position. The title for that person right now is a facility attendant which technically, that individual should be monit the the same as all the other part timers that we have that work. The community centers answering the phone bring, you know, the customers doing building rentals.

2546

06:22:25.860 --> 06:22:27.860

Cooper City Hall: Our building rentals are

2547

06:22:28.280 --> 06:22:41.020

Cooper City Hall: very, very well. because summer camp was relocated. This year we were able to take on even more building rentals this year. So we're kind of at a point where we need to make sure that we have a full

2548

06:22:41.220 --> 06:22:54.180

Cooper City Hall: load of 7

2549

06:22:54.370 --> 06:22:57.709

Cooper City Hall: full Commission has to vote on, if you will.

2550

06:22:57.760 --> 06:23:10.079

Cooper City Hall: That is, I had one of my friends contact. I don't know if you or someone over there they wanted to rent out the community center, and they were told you'll appreciate this and why. But they told, no.

2551

06:23:10.100 --> 06:23:24.280

Cooper City Hall: they want liquor. That's exactly right.

2552

06:23:48.910 --> 06:23:55.059

Cooper City Hall: I don't know

2553

06:23:55.190 --> 06:24:24.479

Cooper City Hall: and I don't. I don't know if it has something to do with our insurance from this from the leak. I I don't know, really believe that. No, I don't know the time of our insurance policy, or well, it was done before I got here, or I don't know into events that have been rented. That had a I don't know, because it's it's it said that in the country it's on there. It's in the contract. You can't have it. So that's why I say, let's put it on the agenda.

2554

06:24:24.500 --> 06:24:42.490

Cooper City Hall: and let's address it. What are we voting on that? There's not a rule. It's just a made up goal. Let's go to policy that they have to sign away. They don't like. And I did ask when I first got here, why liquor was not allowed, and the answer that I was given was our insurance

2555

06:24:43.440 --> 06:24:47.550

Cooper City Hall: another matter on on the

2556

06:24:47.580 --> 06:24:52.120

Cooper City Hall: that could benefit us a little, very slightly, not financially is.

2557

06:24:52.130 --> 06:24:55.579

Cooper City Hall: you know. I run it out the community room one time, and and you know.

2558

06:24:55.600 --> 06:25:07.919

Cooper City Hall: to clean it yourself. Yes, I especially when the the cord for the vacuum didn't go across the no, I know I I was like you. You.

2559

06:25:07.950 --> 06:25:10.790

Cooper City Hall: You had a good laugh out of that one but

2560

06:25:11.360 --> 06:25:38.220

Cooper City Hall: so I didn't have a good laugh that day, but after what I did, anyway, maybe we can do an upcharge for cleaning, you know, if people don't want to be with themselves, we could. You know, we have a janitorial people, you know, on. Well, we do withhold security deposits if the building is right.

But what I'm saying is proactively, say I, I'd rather pay you the $100 on top of the cancel and have every step clean it up. But we're talking about like a cleaning for me.

2561

06:25:38.220 --> 06:25:59.630

Cooper City Hall: Yeah, optional, if they don't want to clean it themselves. But if it's completely I'm just, I'm just trying to. Yeah. If if, for whatever reason, it was completely trashed to a level, that the staff, though it was a we would call this. So we'd have a report written. And we go.

2562

06:25:59.630 --> 06:26:10.759

Cooper City Hall: yeah, so yeah, that's a great idea that looks. We're all in our facility. Correct? Yeah. For all I'd like to see some more justification on that competition. I don't want the position, and I mean that in the nicest possible way.

2563

06:26:10.760 --> 06:26:24.209

Cooper City Hall: I mean, I listen. I'm I'm harassing several positions because I I need to see a reason for them, and I don't think the ones that are there. Our heritage this is this is, and and and I'll and listen

2564

06:26:24.450 --> 06:26:34.169

Cooper City Hall: if if you don't try, you can. You're never gonna get it. And since I since I've been with the city, I have never even made it this far for an additional position.

2565

06:26:34.670 --> 06:27:03.460

Cooper City Hall: But to be quite honest with you at this point right now we are. We are at. We are just chugging along. So all it takes is for one or 2 part-timers to go down. We are literally just chugging along. And it's not a bad thing, because all of our programs are very well attended. Our buildings are constantly rental, our facility are constantly use. Our camps are selling out. Our programs are selling out. So it's not a bad thing that I'm coming forward. I'm saying I need this.

2566

06:27:03.730 --> 06:27:05.950

Cooper City Hall: Well, and so again.

2567

06:27:05.980 --> 06:27:10.020

Cooper City Hall: you don't need me to tell you how to run your, because I think you do a good job, but

2568

06:27:10.090 --> 06:27:11.359

Cooper City Hall: I think that

2569

06:27:11.390 --> 06:27:16.750

Cooper City Hall: while I've mentioned the volunteers before. They don't. They can do in addition to, because I know, for.

2570

06:27:16.780 --> 06:27:33.229

Cooper City Hall: like the eggs, I know they are there the week before, and they're they're doing different things. For example, you know Staff, who in my office the other day, and they're talking to me. They're talking to me about a theme, you know, for

2571

06:27:33.290 --> 06:27:49.010

Cooper City Hall: for mother, daughter T. They're they're plan. We're in the planning phase now for 6 months ahead. There's so much she's putting on a macabre right? And we're assistant, and we're assisting with that I'm just saying maybe you do. But the justification

2572

06:27:49.010 --> 06:28:08.439

Cooper City Hall: isn't sufficient for me. Maybe you have to go back and redo it. I don't believe, and I've told you this. I don't believe your organizational chart is efficient or effective, and I agree with you, and I told you that the organizational started. But I we had my respect for us. If you had unlimited money, why don't you tell me what the best system is, and and your response was.

2573

06:28:08.450 --> 06:28:14.489

Cooper City Hall: no, I don't want change, that's really what it was. I'm just no, because I have. I have a recommended change organizational chart.

2574

06:28:14.690 --> 06:28:23.549

Cooper City Hall: This is not efficient or effective.

2575

06:28:23.650 --> 06:28:47.919

Cooper City Hall: Yeah, from a timely standpoint station. I did talk about that. And I think we'll have that forthcoming, I mean and and as far as the staffing justification, I mean, I think we we certainly heard loud and clear that you guys would like to see some more justification related to the position. I I don't know if we need more justification for

2576

06:28:47.920 --> 06:28:53.670

Cooper City Hall: build it, and they will come, because if you have the person. It's gonna happen. And you're gonna

2577

06:28:54.060 --> 06:29:02.610

Cooper City Hall: i' what you do. And I I always question how you can do it so well with so little. And and I I since we mean that

2578

06:29:02.770 --> 06:29:07.369

Cooper City Hall: I don't have a problem in providing the person I do

2579

06:29:08.000 --> 06:29:14.659

Cooper City Hall: prefer. If this organizational chart would change, I don't think that would change the fact that you need an additional person.

2580

06:29:15.540 --> 06:29:22.539

Cooper City Hall: Really don't, but it might make it. It might make it different in giving it. If we think it's going to be more action? I don't. That is true.

2581

06:29:22.590 --> 06:29:35.009

Cooper City Hall: We can certainly provide that to you, and frankly, we'll have that tuned up. We're ready to go for our next meeting when we're meeting on the capital items and a couple of other. So on that same thing. And we did have.

2582

06:29:35.350 --> 06:29:54.619

Cooper City Hall: you know to say we didn't have any changes, and and personnel is not accurate because we increased position the types of we enhance them. They were facility coordinators. Now they're parks and record news. We they'd want a supervisor. So there were some changes that that that went in there. But maybe they didn't work. We pivot and redo it, but it's not like it's

2583

06:29:54.780 --> 06:30:04.480

Cooper City Hall: if you look at the actual money spent on salaries of increase, even without those additional park attendants coming over, but departmental operations as a whole changed.

2584

06:30:04.510 --> 06:30:13.170

Cooper City Hall: We we we we got 7 new part timers we took on 3

2585

06:30:13.350 --> 06:30:41.419

Cooper City Hall: who's hand it. They report to the park Ranger, who reports to the Parks. Separation park. Ranger is a new position. So you did it. You want to reclassify it. Position? Because, okay, you're right. That position was reclassified. All the all the duties of that other one we're outsource, I know. Okay, listen. I remember the the the pressure cleaning that. Let's not get into the. We didn't take those numbers off.

2586

06:30:41.620 --> 06:31:05.869

Cooper City Hall: remember, we let it slide because you had budgeted to contract the services because you're going to lose the spot. It's fine. And then, when it didn't happen, or when switched over, we didn't take it off. That's fair. And remember that I remember that because I I let it slide. Now you sleep over it. But I I just I I don't want you for a second to sit here, and you know I remain a full time, staff and 12, since I join the team in 2,020, my last thing

2587

06:31:06.070 --> 06:31:09.649

Cooper City Hall: and and every department has gotten a new position.

2588

06:31:10.840 --> 06:31:28.979

Cooper City Hall: This is one of the things that bothered me to. I have on here a vehicle for $55,000. Okay, I assume that is maybe the one that was already required. not an additional one. But let's start with the one on our required. I get the the list, and there's already a vehicle assigned to his direct direct to Ford escape.

2589

06:31:29.450 --> 06:31:44.099

Cooper City Hall: Yeah. And it okay? And then I, the Mr. Fleming, what them up and and explain the vehicle list that I got that has assigned to a direct director that has, like less than 2,500 miles, and being driven on it. So

2590

06:31:44.230 --> 06:31:49.050

Cooper City Hall: why would we add additional vehicles in if the miles on the vehicles are low.

2591

06:31:49.070 --> 06:31:58.799

Cooper City Hall: so the previous and correct me if I'm wrong, the previous Rec. Director explore the They blue previous staff without the transmission on that. And that vehicle

2592

06:31:58.820 --> 06:32:00.380

Cooper City Hall: was never replaced.

2593

06:32:00.850 --> 06:32:11.900

Cooper City Hall: It says, Well, Before you guys walk in. It's theory, because I will go. I will go down this. I do not believe that that vehicle was not replaced. You're telling me they have one less vehicle than they had.

2594

06:32:12.460 --> 06:32:15.869

Cooper City Hall: because it says that it was assigned

2595

06:32:15.880 --> 06:32:33.970

Cooper City Hall: to the the Ford phone or the skate is to direct it, and it has very low mile. It is 24,000 miles, and it's a and it's it 2,015 or something. So I would be so the original, the original vehicle for the Recreation director was a forward explore. What year is that?

2596

06:32:34.800 --> 06:32:42.089

Cooper City Hall: I don't know. 90? No, it was in the 2,000 for one like 9, 11,

2597

06:32:42.520 --> 06:33:03.670

Cooper City Hall: I really couldn't tell you is back when when the good was here 2,007. Yeah, it was Linda Goods I was in, and then some one of our employees went to a conference and then had the vehicle checked out, and make sure I have oil and all that stuff, and drove it up to Orlando and blew the engine. So we're so we never. We never replaced that vehicle.

2598

06:33:03.770 --> 06:33:08.590

Cooper City Hall: but the one that we have assigned directly. Not have a little mile, then we use them.

2599

06:33:08.640 --> 06:33:22.530

Cooper City Hall: We also used to have 3 buses. Now we have. We only have Cuba. Why would we need if we have a via a port escape that's not being driven. So I mean, you're 2,500 miles a year. How would we need another?

2600

06:33:22.860 --> 06:33:35.640

Cooper City Hall: But there's only 2,500 miles a year on it. So what is it being driven? It's in the city right? But it has the lowest miles. So you want to take it from them and have someone else.

2601

06:33:36.070 --> 06:33:40.160

Cooper City Hall: Where's your justification to add additional? Because if I have to go out to check

2602

06:33:40.190 --> 06:33:43.640

Cooper City Hall: facilities which I have multiple facilities.

2603

06:33:43.920 --> 06:34:01.349

Cooper City Hall: I don't think as a director I should have to wait for vehicle to come back so I can go or use my own car. No, that one's assigned to you. It says on the list, you a direct director. So the fusion and the escape, the fusion is used with senior transportation and programming, and the escape is used with special events.

2604

06:34:02.840 --> 06:34:05.230

Cooper City Hall: but not all, because the miles are very low on.

2605

06:34:05.620 --> 06:34:16.289

Cooper City Hall: They use that car at least 3 to 4 times a week the escape around the city, not for the city's only 8 miles right, but it have all the departments that have the lowest one else.

2606

06:34:16.590 --> 06:34:27.390

Cooper City Hall: So you want to switch out the call, I'm saying, Why is I getting another vehicle? So we we we about the concurrency. Basically, you're saying they don't drive it that much, but at the same time we need to drive.

2607

06:34:27.410 --> 06:34:41.260

Cooper City Hall: So if I have to go and check a facility, and the fusion is with the senior transportation, and the escape is with the special events. I don't have a vehicle to use. You have a whole list of assigned to you. So I should use a maintenance truck.

2608

06:34:41.410 --> 06:34:47.209

Cooper City Hall: I don't know. I don't think so. Okay, how about this? You use the one? The the pool cars over here. You're right.

2609

06:34:47.410 --> 06:34:49.490

Cooper City Hall: Good. There's one color.

2610

06:34:49.680 --> 06:34:54.030

Cooper City Hall: Whose car is that? Just since here in the the poll position.

2611

06:34:54.120 --> 06:35:08.000

Cooper City Hall: it's the. It's it's the phone call that's always in the best parking. It's a I've been full car, which they don't really do not do this. So then switch it. No, no, no, Horatio's car.

2612

06:35:08.030 --> 06:35:27.260

Cooper City Hall: It's it's a flow car for out there, too, and there's another little flow car out there. So just a question. So Finance has a car. And then Francesca uses the other focus. That's out there. Okay? Well, you know what? She's not a department head, or she's a department of one head. So if I have to assign priority.

2613

06:35:28.180 --> 06:35:40.219

Cooper City Hall: Then I'm going to assign my wreck director by already over for my Pio. That's the manager to take this on. I don't want to say, I'm $55,000 on a vehicle. We already did.

2614

06:35:40.550 --> 06:35:51.969

Cooper City Hall: Okay, then we need to go to a department that we can ask them to re it to make recommendations. That's the other thing. And this is the public works as vehicle. So Rob is to assign them 1 s. So

2615

06:35:52.130 --> 06:36:01.949

Cooper City Hall: let's let's go back to. Let's go back to. I would like an accurate listen, wait! But in reference to Stacy.

2616

06:36:02.020 --> 06:36:14.920

Cooper City Hall: let's go back to, and I hate directors having cars can't stand that. That's a whole. Another conversation in a different part. But we had 4 months ago

2617

06:36:15.190 --> 06:36:23.849

Cooper City Hall: the and it's been where we had to land the chopper at the Sports complex because we had a firefighter that was down.

2618

06:36:24.220 --> 06:36:38.880

Cooper City Hall: So she was already gone. If she has to come in because she had to come in for that because of the landing and clearing, etc. Okay, I'm telling you. This is what she did. This was because it was her part.

2619

06:36:39.360 --> 06:36:41.230

Cooper City Hall: I don't let me finish.

2620

06:36:41.970 --> 06:36:48.540

Cooper City Hall: I had asked her about that, and the question that I had with her was about cars, etc.,

2621

06:36:48.840 --> 06:36:57.529

Cooper City Hall: and if she is not covered, so if she goes, she's home. and she gets a an emergency call for whatever

2622

06:36:57.620 --> 06:37:05.530

Cooper City Hall: she comes here and then has to go. Take a a pull car and then go to X, Y and Z to

2623

06:37:05.760 --> 06:37:07.600

Cooper City Hall: research what's happening

2624

06:37:08.380 --> 06:37:13.530

Cooper City Hall: if she goes directly from home to X, Y and Z.

2625

06:37:13.830 --> 06:37:23.740

Cooper City Hall: She's not covered under our if she gets into an accident. What I mean she is going from home.

2626

06:37:23.920 --> 06:37:41.220

Cooper City Hall: If you're going from home to work in our vehicle, you're not covered on our car insurance either. But if there's an emergency, that's a good yes excuse, because either way, even if she's in our vehicle, she's not covered toward the portal on our

2627

06:37:41.760 --> 06:37:57.599

Cooper City Hall: first and foremost at a high level. You know just another reason why a true 5 year capital plan includes a clear and transparent accounting for of vehicles related to each department. We're not there where we sit today.

2628

06:37:57.720 --> 06:38:05.719

Cooper City Hall: I think you know, it's it's in the spirit of the budget as as a whole. I think it's perfectly good to say.

2629

06:38:05.890 --> 06:38:10.500

Cooper City Hall: what is this vehicle that's budgeted for?

2630

06:38:10.660 --> 06:38:25.550

Cooper City Hall: you know what? Specifically. And if there's a question related to do. We want to pull it out as a commission or not. I think that makes a lot of sense. I think, overall we're missing the big picture on the video. You guys okay, removing that, you know.

2631

06:38:25.620 --> 06:38:26.939

Cooper City Hall: you like to keep it in them.

2632

06:38:26.990 --> 06:38:28.919

Cooper City Hall: We have the vehicle right?

2633

06:38:28.940 --> 06:38:44.159

Cooper City Hall: I I know. But why? What are you gonna do with? Put it to another person. Then I'll I'll I'll turn back to what Commissioner Kansman said, and then see, let the city managed to think about this, but it is something else. Why is it in the budget now, if we already have it, we already.

2634

06:38:44.460 --> 06:38:45.440

Cooper City Hall: Yeah.

2635

06:38:46.250 --> 06:38:55.639

Cooper City Hall: I don't know how it was purchased. So at the time that the budget was inputted, the vehicle was not here. And now the vehicle is here.

2636

06:38:56.150 --> 06:39:11.980

Cooper City Hall: and the, and I understand that we have the budget here. Now, Arpa John, that vehicle is supposed to be funded through Arpa. But Don is working on that information. Why is it in there for next year for October one? If you guys it it. It was already paid for it.

2637

06:39:12.000 --> 06:39:24.489

Cooper City Hall: and then it should be taken out. Yes, when I included this in gravity, it was done in what March or April. So when is this updated? You told me you recommended this and this now she's telling me that she has.

2638

06:39:24.570 --> 06:39:36.969

Cooper City Hall: I basically went into gravity, and I and I put the those numbers in there. So Stacey, just first clarification is that is that vehicle that's still in there. Do we need it for next year?

2639

06:39:38.160 --> 06:39:40.710

Cooper City Hall: So that one is the one we just purchased recently?

2640

06:39:41.390 --> 06:39:50.170

Cooper City Hall: That is correct. Okay, so the simple, after all, all this discussion is, it does not need to be in there if it, if it was already purchased, correct.

2641

06:39:50.510 --> 06:39:52.169

Cooper City Hall: it was purchase this year.

2642

06:39:52.190 --> 06:39:57.209

Cooper City Hall: So we will strike that out. Yes. But when I was informed.

2643

06:39:57.260 --> 06:40:04.310

Cooper City Hall: get that we're not there. It's all it's okay we get. Yeah, I just wanted to go back

2644

06:40:04.510 --> 06:40:05.629

Cooper City Hall: briefly to the

2645

06:40:06.660 --> 06:40:07.770

Cooper City Hall: events. Position.

2646

06:40:07.830 --> 06:40:10.690

Cooper City Hall: $40,000 position.

2647

06:40:11.000 --> 06:40:14.950

Cooper City Hall: our city, our community is demanding a lot of events.

2648

06:40:15.020 --> 06:40:21.489

Cooper City Hall: You know it, for in a good way we we are a family community. We are a high end community. I'm not.

2649

06:40:21.540 --> 06:40:25.899

Cooper City Hall: I think we found a lot of smaller items to cut. I'd like to see more.

2650

06:40:26.180 --> 06:40:32.219

Cooper City Hall: but I think our residents would love to have more events and event support.

2651

06:40:32.810 --> 06:40:38.490

Cooper City Hall: I am willing to support that if when you come in with the the revamp or chart.

2652

06:40:39.150 --> 06:40:40.910

Cooper City Hall: but I'm also asking you to

2653

06:40:41.920 --> 06:40:44.390

Cooper City Hall: to really focus on the sponsorships

2654

06:40:45.160 --> 06:40:47.350

Cooper City Hall: with Mr. Vegas team

2655

06:40:47.470 --> 06:40:51.389

Cooper City Hall: this is Advisory Board. Maybe the parks are on board to get involved as well.

2656

06:40:51.440 --> 06:40:58.750

Cooper City Hall: because I know that we can fund that position directly through sponsorship. I mean, not directly, but the cost. So

2657

06:40:59.470 --> 06:41:06.520

Cooper City Hall: would you guys be open to it if we can, if we can get sponsorships that would upset the cost.

2658

06:41:06.900 --> 06:41:16.810

Cooper City Hall: But I'm going to tell you we're going to go back many years, not many. But we used to have someone here in this department called Felicia, so I'm sorry that works with Felicia.

2659

06:41:16.910 --> 06:41:19.600

Cooper City Hall: That woman was like

2660

06:41:19.690 --> 06:41:24.789

Cooper City Hall: A. A a dog on a phone. When it came to getting what she wanted. She was like.

2661

06:41:24.830 --> 06:41:29.449

Cooper City Hall: Just get out of her way. She won't know you down, because she was just that determined

2662

06:41:29.860 --> 06:41:39.320

Cooper City Hall: on several different occasions she had tried for sponsorships, and she went door to door to our businesses, and they were not

2663

06:41:39.640 --> 06:41:43.470

Cooper City Hall: conducive to that. so

2664

06:41:45.000 --> 06:41:55.060

Cooper City Hall: it could have been the time. It could have been the financial uncertainty. But we also have that now. So while I think sponsors, sponsorships are wonderful.

2665

06:41:55.600 --> 06:41:59.610

Cooper City Hall: I'm not putting any money on them until they come to fruition.

2666

06:42:00.770 --> 06:42:10.549

Cooper City Hall: Okay, I I definitely agree with the vendor aspect, though I mean that to me is like looking at. We'd have to look at the legal

2667

06:42:10.670 --> 06:42:13.219

Cooper City Hall: It's not built into the contract, I mean. But

2668

06:42:13.700 --> 06:42:15.010

Cooper City Hall: these vendors

2669

06:42:15.350 --> 06:42:17.850

Cooper City Hall: they want our business. Yes, we do, and

2670

06:42:17.970 --> 06:42:23.690

Cooper City Hall: I think it's a good way for them to be seen by residents sponsor us so.

2671

06:42:23.920 --> 06:42:45.130

Cooper City Hall: but I would rather see that it's there before I before I maybe we can get a little bit going and then bring it back. So part of the problem, too, is prior to me. Coming on board, the sponsorship was going into a different account. They were only recently pulled out. I think maybe fiscal year 2,020. Maybe the sponsorships were pulled out so prior to that, we didn't have an accurate.

2672

06:42:45.590 --> 06:42:49.510

Cooper City Hall: an accurate accounting of how much we were taking in for sponsorships.

2673

06:42:49.830 --> 06:42:58.049

Cooper City Hall: That's if I don't, you know again I just know that I had had several conversations with Felicia, and she was pulling her out. I specifically remember,

2674

06:42:58.360 --> 06:42:59.500

Cooper City Hall: the

2675

06:43:01.320 --> 06:43:10.100

Cooper City Hall: the color run that they had for relay, for life, for cancer. And she was like begging people for sponsorships, and finally, like

2676

06:43:10.190 --> 06:43:16.270

Cooper City Hall: several of us, got some some people to throw in some money because they were they would just get killed.

2677

06:43:16.440 --> 06:43:21.999

Cooper City Hall: and so I mean that one sticks in my mind particularly. Why, I have no idea but

2678

06:43:22.250 --> 06:43:30.869

Cooper City Hall: I know that she was really. And again, that was a woman that you know, and I'm not saying that you're not like her. I don't mean that in any way, shape or form, but I mean she was like

2679

06:43:31.640 --> 06:43:44.439

Cooper City Hall: she would not stop. She was, I mean this this stuff. They're they're great. Yeah, across the board. They are constantly like, I said, you know, Home Depot, Sams for Walmart. They're constantly out there asking they they

2680

06:43:44.480 --> 06:43:49.450

Cooper City Hall: they figure if they don't ask. You're never going to get. So they attract, and by us they try.

2681

06:43:49.490 --> 06:44:06.709

Cooper City Hall: and then they go back and they try again. But you know, we're just. We've during the planning phases of it. We've reached a critical point that in order for us to be able to maintain the quality of service that we have to provide, that we want to provide for the community here, and the demand that we have that we

2682

06:44:06.720 --> 06:44:16.850

Cooper City Hall: it's it's time for us to actually have a true special events division. And in my opinion, you can't do that with one and a half people. Can I work on justification for it with the manager? Absolutely.

2683

06:44:16.980 --> 06:44:18.039

Cooper City Hall: It's not a problem.

2684

06:44:18.180 --> 06:44:20.800

Cooper City Hall: Thank you. Any other questions.

2685

06:44:20.970 --> 06:44:22.509

Cooper City Hall: I do go ahead.

2686

06:44:23.170 --> 06:44:27.390

Cooper City Hall: okay. So I'm going to go back pages.

2687

06:44:27.460 --> 06:44:35.609

Cooper City Hall: I saw that the attendance was down for adult senior program attendance. It's actually up

2688

06:44:35.970 --> 06:44:38.540

Cooper City Hall: 96

2689

06:44:38.880 --> 06:44:46.799

Cooper City Hall: results with 54, and they're looking for aims. 5. And What's where are you looking? 25 for? Page 145.

2690

06:44:48.410 --> 06:44:54.929

Cooper City Hall: And then the youth camp attendance. 2,022 was 5,028,

2691

06:44:54.970 --> 06:45:14.300

Cooper City Hall: 23 results was, basically 1,200, and the target for 2024 was 52 50. So hold on before you continue going down. These numbers were like, when were these numbers provided? I think these were actually provided prior to like our summer camp program and our aquatics program.

2692

06:45:15.630 --> 06:45:17.990

Cooper City Hall: This was part of the

2693

06:45:19.960 --> 06:45:41.640

Cooper City Hall: the department description, submission? Yeah, that was literally on. So it's submitted in what? Like March or April. So they're not indicative of. So can we get an update? Yeah, I like that absolutely. But it sounds like there's several things in your right? Well, and that's that's kind of like. I understand that a budget isn't is a non-stop evolving document.

2694

06:45:41.760 --> 06:45:50.480

Cooper City Hall: But when we just get it, and there's wrong information in it, and it's not you, Per. Say it's just. It's the process.

2695

06:45:50.530 --> 06:46:16.889

Cooper City Hall: But we need, like everybody. All the department head should have had this and said, Oh, that's not right. We need to change that because I'm looking at numbers. And then I make conclusions based on that. I come in here with my, with my information. And my information now is all just combatulated because I'm working with improper debt, and I know it's not you. It's a process, but it's frustrating. And in fairness the finance and the manager. They they do give it to us to to look at and to review.

2696

06:46:16.890 --> 06:46:26.100

Cooper City Hall: But March and April, we haven't reviewed it since then. We obviously, as you know, it's problem because we just got it.

2697

06:46:26.300 --> 06:46:35.369

Cooper City Hall: So the thing is, I I like you. I don't trust the last fellow. Okay. So when this fella says this is his proposed thing, I'm assuming he reviewed it.

2698

06:46:35.440 --> 06:47:00.589

Cooper City Hall: and that this is up to date. So so I'm thinking it's June one on and and maybe and I'm I'm not going to speak for Mr. Edison, but maybe in his offense, maybe he thought that I had updated it sooner. I don't. I don't know. We didn't have a conversation about this page. Yeah, I'll just share at a high level. I mean, I think this is great feedback and and commissioner, shrouded to your point and commission melody to your point. You know I'm an agreement.

2699

06:47:00.740 --> 06:47:10.599

Cooper City Hall: you know. Part of it is the evolution of where we're at. You know, it's it's a new gravity software system that you know Michael is working with for the first time.

2700

06:47:10.650 --> 06:47:17.540

Cooper City Hall: We're minus a Cfo and an assistant. Cfo. I can assure you that the budget

2701

06:47:17.840 --> 06:47:22.149

Cooper City Hall: that you all get next year is going to look a lot

2702

06:47:22.320 --> 06:47:38.180

Cooper City Hall: a lot different and a lot, Crispr and earlier. Yes, and I will say, you know, we we worked very diligently with the staff that we have, and the department heads to really try on a short order to crank this up

2703

06:47:38.230 --> 06:47:40.339

Cooper City Hall: and get this to the commission.

2704

06:47:40.350 --> 06:47:49.789

Cooper City Hall: you know, and and so it's It is certainly a work in progress still. but

2705

06:47:49.810 --> 06:47:59.849

Cooper City Hall: You know we're we're I I I can I, Michael, and I've already talked about certain things that just design wise from gravity side

2706

06:48:00.180 --> 06:48:03.910

Cooper City Hall: that I'm not in love with either.

2707

06:48:03.920 --> 06:48:14.770

Cooper City Hall: but also working with that new vendor. you know, they've been responsive. But just like any new budget software, it's you know, it's it's been a challenge to work through. So

2708

06:48:14.810 --> 06:48:24.320

Cooper City Hall: not an excuse. But certainly. you know, we're we're all working diligently to try and get the best document. And and I think,

2709

06:48:24.470 --> 06:48:25.970

Cooper City Hall: you know.

2710

06:48:26.850 --> 06:48:28.400

Cooper City Hall: I continue

2711

06:48:29.130 --> 06:48:41.569

Cooper City Hall: absolutely okay. So then, annual events, I believe you said this. But our our budget went off. because we're increasing. We're increasing attendance and and annual events. Yeah, we're increasing as tenants.

2712

06:48:41.570 --> 06:49:02.409

Cooper City Hall: also founders. Day, went up largely because of the 2 65, because it's our 60 fifth anniversary. so like, I mentioned. We're trying to bring in a little bit more of a national ban rather than a local one that we've all seen before. we're trying to work with the Firework company to have something a little bit special on the park rental.

2713

06:49:03.070 --> 06:49:22.240

Cooper City Hall: in the past. We've had residents pay their entry right, and and that remains the same. they. But we have to rent the part we didn't have to before. No, how much is that 1,000? So why do we have to run? We were not properly charged all these years, so when we were first hit with it.

2714

06:49:24.470 --> 06:49:31.440

Cooper City Hall: the local park management

2715

06:49:31.490 --> 06:49:42.630

Cooper City Hall: that so the county should recognize that

2716

06:49:42.630 --> 06:50:12.450

Cooper City Hall: when we first, when we first got here with the the bill for it the first year I went to Dan West, which is our county, and I had a conversation with him, and I told him, Listen, you know this is where we're at, and and they worked with us that first year. And they said, moving forward, though this is what the park rental is, and this is what it's going to be, because we have. We have burglaries all time in there, right, at least. And if that's for our county's position, and they can send regional units out to respond, and not our city minutes and years ago, when I was on the Brown County Planning Council.

2717

06:50:12.610 --> 06:50:26.169

Cooper City Hall: and there was an inch. That's ridiculous. That's the county. But I have an idea. You remember how they refuse to

2718

06:50:26.520 --> 06:50:30.400

Cooper City Hall: give us, or take Sterling Road back, even though it's accounting for

2719

06:50:30.660 --> 06:50:44.530

Cooper City Hall: but they want us to to take control of something. I think we should trade hiccolo first through approach. We should we should, we should talk to the county. I think you need to look at all the fees that are involved before you say that

2720

06:50:44.550 --> 06:51:03.830

Cooper City Hall: leasing. Oh, oh, now we're already doing that. But here's so for that for that day the you for us. Utilize that park. It's $5,265, right? So that so now we we have to maintain the roads in and out of that park.

2721

06:51:04.180 --> 06:51:28.740

Cooper City Hall: and we had gone over this in the Bl. At the planning council on 10 years ago. We get a you know how well you may not know. But when you develop a certain percentage you need to give towards open space for new facilities. So because Brian Piccolo was within our borders, we made this ordinance that we get a certain credit for Brian Ticolo, and it gets goes towards our part. Slash open space, even though we don't

2722

06:51:28.740 --> 06:51:51.270

Cooper City Hall: maintain the part, and I was square that we got something out of it. But the reality is I have to. So I I mean, I have no problem to hit in the county. I have to pay for the roads maintained by all the people that go, and Brian Piccolo. I have to pay for the wear and tear on that. I have to pay for the policing on that, I think. No, I don't.

2723

06:51:51.880 --> 06:51:57.970

Cooper City Hall: You talking within the park I'm talking.

2724

06:51:58.160 --> 06:51:59.010

There are 2.

2725

06:51:59.390 --> 06:52:02.970

Cooper City Hall: It was you, and talking to you

2726

06:52:03.000 --> 06:52:27.660

Cooper City Hall: right. But I'm so I've I have, and not even that. People are going to drive through our city to get to that park. So I'm just either way. So you're going on my road to get to that to that park, even if you I mean, unless you're, you know, jumping over a street to get in there. It has all the burglaries, and we have burglaries in there that we are dedicating our police to that.

2727

06:52:27.830 --> 06:52:52.820

Cooper City Hall: We actually have that as well. We have to, because we're getting hit with. Well, so give us a bit, and they're charging us for the founders, and that's so. That's why they end. I have I. I have been very open with this since we got the fee. I know we're

2728

06:52:52.820 --> 06:52:58.579

city manager. Is this something that you would like to bring to the attention of Senator? I'm not Senator of Commissioner Galler.

2729

06:52:59.360 --> 06:53:09.580

Cooper City Hall: It's definitely not going to get it. If you don't call him then no jury words have ever been spoken.

2730

06:53:09.780 --> 06:53:33.690

Cooper City Hall: So I mean, that's is that a conversation I'm not paying next year? We're not right, and I don't think we, if there is somebody above me that can make that so there should be some kind of offset. But that's not. It wouldn't have we. We couldn't fight for just us. It would have to be for all of the regional parts. And there in lies for all. No, it's not a problem, because not every city has a regional party.

2731

06:53:33.920 --> 06:53:46.279

Cooper City Hall: Yeah, if I could make a suggestion, Mayor and Commissioner, I I I think it would be helpful to put it on the agenda and have the Board authorizes to send notification to the account. We'll give you the authorization. Just go talk to them when I paying.

2732

06:53:47.020 --> 06:54:13.909

Cooper City Hall: we don't have that consent, I would say, consensus, yeah, we we will go ahead and and make that make that advisement. Can I continue? Or do you want to go to someone else and then come back? No, no, no, yeah. Oh, yeah. I saw more parts of the record. Okay, so I just want to do the athletic supplies it went down. Is that because you got a bunch of things for events? But you don't need more.

2733

06:54:14.900 --> 06:54:24.609

Cooper City Hall: Amazon. a 148 line. Item 5, 3, 5, 1, 8, 0, dash 5, 72

2734

06:54:27.780 --> 06:54:30.630

Cooper City Hall: h. 140, now 148,

2735

06:54:31.140 --> 06:54:33.140

Cooper City Hall: 148.

2736

06:54:34.860 --> 06:54:37.240

Cooper City Hall: I just figured it went down for a reason

2737

06:54:38.450 --> 06:54:41.260

Cooper City Hall: I was happy. I was just.

2738

06:54:41.480 --> 06:54:46.459

Cooper City Hall: That's probably outdated. I know I don't know it's going back up now.

2739

06:54:46.470 --> 06:54:49.790

Cooper City Hall: My face.

2740

06:54:50.110 --> 06:54:59.849

Cooper City Hall: I think it back to be on yeah, and make or break our budget. No, I will. I'll get that information to the manager and have okay? And then,

2741

06:55:00.410 --> 06:55:04.130

Cooper City Hall: I want to have a conversation about the

2742

06:55:05.220 --> 06:55:12.580

Cooper City Hall: So we have several. one. We have several parks.

2743

06:55:13.180 --> 06:55:15.680

Cooper City Hall: attendees.

2744

06:55:15.780 --> 06:55:22.930

Cooper City Hall: and The Park Ranger now is in charge of coordinating the park.

2745

06:55:23.030 --> 06:55:26.540

Cooper City Hall: Attend this correct? All this was

2746

06:55:27.880 --> 06:55:32.989

Cooper City Hall: now so now my question is, I

2747

06:55:33.500 --> 06:55:41.370

Cooper City Hall: every single time I need it. And it's not the person. It's the position. Just so, you know, because the person seems like a very nice person.

2748

06:55:41.430 --> 06:55:45.440

Cooper City Hall: So it's not. It's the position. I don't see how that position

2749

06:55:45.460 --> 06:55:59.100

Cooper City Hall: is giving me a bang for my buck for lack of a better word. And and and I can tell you so. So the idea behind it I know the and and I believe the department for that. So what ends up happening is

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06:55:59.130 --> 06:56:02.949

Cooper City Hall: the. If you look at the pay grade of the park, it is pay grade 11 right

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06:56:03.690 --> 06:56:09.530

Cooper City Hall: and pay grade 11 is quick. Went to like a a secretary administrative system, right? Except

2752

06:56:09.630 --> 06:56:33.809

Cooper City Hall: he's supervising 7 people, and I could tell you why, because when Parks and Wreck took it over and they got the park, then it, instead of making the park attendant position actually more patrolling and stuff, they said, we're going to give them all these park attendants that we just inherited too. So you actually have the park Ranger, who is one of the lowest, take grades, pay grade 11, supervising 7 people, doing evaluations and scheduling, and all this all parks.

2753

06:56:33.810 --> 06:56:47.170

Cooper City Hall: Okay? So I will tell you. And we all know that that many of us spend a lot of time on the fields and in the fields and in our parks. So my time in the park, the park attendance used to clean the bathrooms

2754

06:56:47.170 --> 06:57:04.710

Cooper City Hall: in addition to, and stocking, making sure everything was stopped and dumping out the the, the receptacles. And what have you? And they're constantly driving around to make sure that everything is okay. Well, I again. I don't know. This is why we're here.

2755

06:57:04.920 --> 06:57:31.920

Cooper City Hall: No, they don't think the bathrooms anymore. No. So they then the bathrooms are atrocious. The cleaning company does come on site. But, for example, if the cleaning Company is on site, at'd, say 100'clock in the morning, and then a bulk of our activity is out there at 5, 6 a Friday night. The park attendants then do step in and clean it. They don't come in after hours and see the facility. Well, I wouldn't come in after hours, either. But yes, I understand that. But I will tell you that I've gone in the bathroom since we've had a change.

2756

06:57:32.080 --> 06:57:40.340

Cooper City Hall: I I go to the back, and on a regular basis I have. I don't spend time in the men's room, but I I can only attest to the ladies room, but

2757

06:57:40.360 --> 06:57:41.569

Cooper City Hall: they are hard.

2758

06:57:41.610 --> 06:58:05.779

Cooper City Hall: I can't tell you how many times I've got in there at different times. Saturdays, you know, during the week at night, and there's no toilet paper. The floors are hideous, and my dog makes less of a mess than what's in there. Now. I know that the kids that are going in there are, you know, their kids, and they're horrible, and they don't care.

2759

06:58:05.910 --> 06:58:19.539

Cooper City Hall: But when I go to the bathroom I'm not a kid, and I do care, and I love toilet paper on a regular basis instead. Now I usually carry toilet paper with me because I can't tell you again. How many times I've gone in, and there isn't any. So what I went from

2760

06:58:19.760 --> 06:58:23.700

Cooper City Hall: how it works to.

2761

06:58:23.700 --> 06:58:46.380

Cooper City Hall: And why do those same employees now no longer came back. Well, we didn't previously have a cleaning company at Flamingo West. I was added this year in the contract. with that being said This is the first time that I'm hearing about the toilet paper being an issue out there in the beginning, when the contract was implemented, though We. We did run into an issue, because the the cleaning company.

2762

06:58:46.380 --> 06:58:59.260

Cooper City Hall: they provide the cleaning supplies. And so the park staff was left out there without supplies. We have since rectified that because, as I explain, if the cleaning company is on site early in the morning or early afternoon, then the staff doesn't have

2763

06:58:59.400 --> 06:59:08.819

Cooper City Hall: the then they have to step in and they have to clean. So although we got the painting company, it's great. It's wonderful. We still do have a responsibility out there. Well, so that's one and the other. Is

2764

06:59:09.290 --> 06:59:12.000

Cooper City Hall: it used to be that? And maybe it was just them

2765

06:59:12.020 --> 06:59:41.799

Cooper City Hall: doing more than they were supposed to do. But the Park attendance would not police. That would be the wrong word, but they would enforce the rules. Now I've got park attendance, and not just that come and go west at at 3 parts. I've got park attendants that are like, Yeah, no, I'm not. Gonna so we'll we'll have. We'll have animals that are not service handles. Now we have all new signs. They are everywhere. You can't say that someone doesn't see it, because before you walk onto the field.

2766

06:59:41.850 --> 06:59:45.279

Cooper City Hall: It's it's right there. You're walking right next to it. So unless you have.

2767

06:59:45.630 --> 07:00:14.380

Cooper City Hall: you know, impaired vision severely, you're seeing that it's only service animals, etc. So they're not enforcing that I've had issues on the field with people that don't belong on the field, etc.

They're not enforcing that now, supposedly that's the bark attendant, but the park attendant cannot be in 3 parts that I mean the Park Ranger. The Park Ranger is one person in charge of 3 parks, and he's no

2768

07:00:14.610 --> 07:00:36.429

Cooper City Hall: well, really, it's 3 parts, because I don't have a little thought parts a lot. Come back to the budget. My point is, I don't think the Park Rangers doing what he's supposed to be doing. Yeah, that's what you want to get him. You want to delete him from the budget like the Park Ranger, either deleted or classified to something that he's doing, because I don't see it, and I will. Also. This is an indicative.

2769

07:00:36.500 --> 07:01:01.690

Cooper City Hall: we had to pay radio. I've got car. This is a lot cheaper than the position. It was. Well, my position it was was 58,000 right, something like that. So this is 40. But you're right. So what about this? If you're saying that somebody should be kicking someone out when they take their dog, and they're not there. What type of person would that be? That would be my sheriff? Because that's why I called so, and and to defend the Perks that

2770

07:01:02.130 --> 07:01:14.760

Cooper City Hall: yes. Are there dogs at the facility? Yes, there are. But if somebody claims it's a serious animal. No, I understand that it's it's we're allowed dogs in the park, anyway, not the sports complexes, but but they're quick.

2771

07:01:14.760 --> 07:01:24.160

Cooper City Hall: The people visiting the parks are quick to say it is a service animal, and at that point the conversation dies right there. We legally cannot go any further.

2772

07:01:24.160 --> 07:01:49.080

Cooper City Hall: Okay, I understand that. And I've had conversations with the Chief about it, and whether or not we can give them a citation and have them prove it to Magistrate Court as well. I can't have a conversation with you. Can they be cited, and that's something that that y'all were, or I. Still, I don't know if you were looking into it or not, but because I've had dogs. I've literally had dogs poop on my field, and I've got kids that are playing on it, and this huge

2773

07:01:49.080 --> 07:01:50.460

you can on

2774

07:01:50.990 --> 07:02:16.969

Cooper City Hall: relieved themselves. And then I've seen dogs do the other on the field, and I've got I've got kids that are going to fall down right in there. You would admit that there's a need for somebody with authority. Yes, and they're wearing a bad, but they don't sit there. But when I call, because I've had issues where I've had to call, and we all know that I'm not one to back down from anything. So I'm going to be in your face if you're in the wrong, and I'm going to let you know it.

2775

07:02:16.970 --> 07:02:32.259

Cooper City Hall: and I'm not going to take anything from anyone. And if it escalates, I have no problem calling Via. So you actually once called V. So for me, because the Park Ranger was on that day. So, and I and I and I agree with you that it needs to be. It's not

2776

07:02:32.290 --> 07:02:34.399

Cooper City Hall: being effective. It needs to be more effective.

2777

07:02:34.910 --> 07:02:36.560

Cooper City Hall: Maybe it should be Bso.

2778

07:02:37.120 --> 07:03:00.540

Cooper City Hall: Maybe we should put the Park Ranger under Bso. Maybe maybe we should just let the so do their job. Well, they cost a lot of money to have it, but they're not there. But the deputies, when we've we've instructed the deputies when you're doing paperwork to do it in the parking lot. I want to have just launched the mouth and have 17 knocked out. This is, wait this we we just asked for re reorganization. Right? So why don't we let them get together

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07:03:00.890 --> 07:03:05.719

Cooper City Hall: and and come up with a recommendation to us, and then we can decide, you know.

2780

07:03:05.920 --> 07:03:21.050

Cooper City Hall: Thank you. Anything else moving on to building and things, Jeremy. Oh, no, no, no, I'm not. I'm sorry you're not done with parks. No, but this is a quick one. I really think Parks needs to be broken out.

2781

07:03:21.240 --> 07:03:29.490

Cooper City Hall: The other stuff needs to be broken out because I can't tell the difference in programming and all these different things. Why shouldn't I be able to see all, everything involved in parts?

2782

07:03:29.780 --> 07:03:58.650

Cooper City Hall: Why do I have the Lifeguards mixed in with this and that they are parks. Okay, don't look at public works. Why is there one for streets? There's one for so do you. Well, we used to have it in the budget where the full and tennis center had one had one section, the community se center had one section, etc. We, yeah, we're trying. We're trying to move away from having separate islands. We are one department, we

2783

07:03:58.650 --> 07:04:23.999

Cooper City Hall: we budgets. Since I've been here. This is, I have not had a pool in tennis in our budget, and I haven't. I know that I'm not saying that you are separate from the SW, I don't have parks in here. I don't. I don't have. I don't have line on the part. I'm just. I'm telling you, like a line at the parks for what? Maintenance? No, but the park attendants, all those people I'd like they're in. They're in there. They're in the parts they're in the part-time account. You're not paying attention.

2784

07:04:24.150 --> 07:04:30.120

Cooper City Hall: I'd like it broken out like I like, like the Giovanni has code broken out. You're talking about the park staff.

2785

07:04:30.340 --> 07:04:41.480

Cooper City Hall: The the money spent on the parks I would like to see separate than than the tennis over there, or the swimming, or the or the summer camp programs. I'd like to see this in a separate.

2786

07:04:42.120 --> 07:04:48.740

Cooper City Hall: I give you example. I can't look at your full time equivalence, and tell me, and see what's what's on parks and what's on camps?

2787

07:04:54.490 --> 07:05:10.519

Cooper City Hall: How much money are we spending on parks? I think that's a legitimate. I've got 200,000 on the top of my head, rounding up between a park ranger and 6 park attendance or 7. No, it is accurate if I see things in there. No, but I'm just saying

2788

07:05:10.980 --> 07:05:20.579

Cooper City Hall: so. The salaries, other is all my part time, which includes the 7, part 2. The 7 parts number one person make it 9, 75 an hour, which is illegal.

2789

07:05:22.690 --> 07:05:34.929

Cooper City Hall: and the minimum wage is that much right? And it in the Us. What I'm saying. But here, maybe there won't be a cheese for it. But I'm looking here, Brian

2790

07:05:35.330 --> 07:05:51.150

Cooper City Hall: Commissioner, shrouder looking. I'm in New York this year. Can we just have parks broken out and we have parks broken out. Is that like that heart of the same, maybe. Is it possible, Stacey, that you can do a you know how the fire and police at a separate sheet? Oh.

2791

07:05:51.400 --> 07:06:08.230

Cooper City Hall: my! Can we make a separate sheet like? Similarly we did. We did we? Did. We just extrapolate them from the budget, so on on a separate sheet so we could see it separately. Does that make sense?

2792

07:06:10.090 --> 07:06:12.880

Cooper City Hall: So every line

2793

07:06:13.380 --> 07:06:21.459

Cooper City Hall: categorize for us? But not necessarily. And and I think the I think the reason why in parks and equation, it's

2794

07:06:21.660 --> 07:06:32.589

Cooper City Hall: this way versus say public words, for example, is because when we have some of our larger events like laid up like to understand stuff like that. We we use. All the staff

2795

07:06:33.110 --> 07:06:36.349

Cooper City Hall: is is

2796

07:06:37.150 --> 07:06:43.600

Cooper City Hall: just like public works. They have streets.

2797

07:06:44.430 --> 07:06:47.370

Cooper City Hall: I mean, with the exception of the park staff. I don't.

2798

07:06:47.900 --> 07:06:57.199

Cooper City Hall: How I don't have an amount budgeted for parks. I know I would like to. I'd like to put parks where you said you buy toilet paper or something.

2799

07:06:57.470 --> 07:06:59.070

Cooper City Hall: So that's gonna go somewhere

2800

07:06:59.100 --> 07:07:03.270

Cooper City Hall: electric. What I like. I like to see what you're spending on parties.

2801

07:07:04.030 --> 07:07:06.110

Cooper City Hall: That is that there we have a parks

2802

07:07:06.270 --> 07:07:11.469

Cooper City Hall: department, or whatever you you can do, whatever you we say department, for in terms of you not

2803

07:07:17.090 --> 07:07:20.220

Cooper City Hall: specify each line. I

2804

07:07:24.160 --> 07:07:26.240

Cooper City Hall: it it it may be both.

2805

07:07:26.300 --> 07:07:28.109

Cooper City Hall: So then you'll pull in. Amazon.

2806

07:07:29.490 --> 07:07:30.320

Cooper City Hall: Yeah.

2807

07:07:31.090 --> 07:07:38.349

Cooper City Hall: thank you. Well, we have it. Every single department has it. Actually, every single department has that?

2808

07:07:38.360 --> 07:07:42.510

Cooper City Hall: Yeah. Besides, right? No, sure. There's parks and wrecked up

2809

07:07:42.620 --> 07:07:50.819

Cooper City Hall: we have. We have 10 users in the

2810

07:07:52.050 --> 07:07:56.979

Cooper City Hall: and next year, if we can, can, we follow up the

2811

07:07:57.010 --> 07:08:07.980

Cooper City Hall: economic development with building inspection services. It's silly to have them split up.

2812

07:08:08.700 --> 07:08:25.499

Cooper City Hall: You you transfer out. You're under this, you you're in 5 to 6, and you're trying to at 4 24. And I imagine this is just. We have a fix in the budget, but you have to transfer the whole amount if you have extra.

2813

07:08:25.660 --> 07:08:33.750

Cooper City Hall: So if you're if our cost allocation is saying, it's 506,000 we can't elect. Take to take a haircut on the transfer. The whole amount.

2814

07:08:35.200 --> 07:08:50.140

Cooper City Hall: Yeah, but you have been here for 24. So so gosh, if it's okay, if Carlos could just present first, and then we can and and walk through questions. Second, if that is okay, good sir.

2815

07:08:52.440 --> 07:08:59.510

Cooper City Hall: oh, really are our inspection numbers. It's pretty much stayed pretty consistent from last year.

2816

07:08:59.590 --> 07:09:08.230

Cooper City Hall: we did have some increases with the number of projects. So there's some of our salary lines for our on call. Inspectors went up.

2817

07:09:08.480 --> 07:09:10.520

Cooper City Hall: we've got.

2818

07:09:10.750 --> 07:09:13.950

Cooper City Hall: That's our credit union that that

2819

07:09:14.040 --> 07:09:19.350

Cooper City Hall: came online like last year that had heavy inspection process, though

2820

07:09:20.070 --> 07:09:39.570

Cooper City Hall: commercial monitor commercial project. That's the 5 buildings that are being built on university. That's that's having heavy increase in inspections plus the 39 single family homes. The kingfisher brought online pretty much overnight at a heavy dose of inspection. So

2821

07:09:39.840 --> 07:09:45.820

Cooper City Hall: sorry inspection. Salaries of kind of have increased this year.

2822

07:09:46.480 --> 07:09:55.790

Cooper City Hall: with that, said that really other than the increase in our transfer. most of our I can use it. I've been pretty consistent.

2823

07:10:00.300 --> 07:10:04.480

Cooper City Hall: Are we allowed to talk now? Okay, the contingency.

2824

07:10:04.740 --> 07:10:08.720

Cooper City Hall: How do you go from 15 to 70 out?

2825

07:10:11.420 --> 07:10:12.920

It should have been.

2826

07:10:14.100 --> 07:10:17.249

Cooper City Hall: I was at 30, and I probably down to

2827

07:10:19.160 --> 07:10:22.950

Cooper City Hall: so. you saying I'm reading it wrong, or in some mistake.

2828

07:10:23.200 --> 07:10:33.000

Cooper City Hall: Well. it should be a mistake because I put in 15 and maybe didn't port over. Okay, so that we get changed.

2829

07:10:38.590 --> 07:10:40.699

Cooper City Hall: That is their portion of

2830

07:10:46.770 --> 07:10:50.200

Cooper City Hall: 55,000.

2831

07:10:51.370 --> 07:11:03.810

Cooper City Hall: Oh, that's the the thing that's approved. I got you

2832

07:11:04.180 --> 07:11:08.649

Cooper City Hall: the vehicles. Do we need that 100,000?

2833

07:11:10.250 --> 07:11:24.260

Cooper City Hall: I think it was part of the managers. I got it for going back to electric vehicles or horses. That's where we're going. We'll be happy to help. I think it's part of the manager's cip plan, but it

2834

07:11:24.760 --> 07:11:29.290

Cooper City Hall: so so I I asked Carlos if he had any

2835

07:11:29.540 --> 07:11:38.310

Cooper City Hall: older vehicles still in his community development and building departments. He has 2 vehicles

2836

07:11:39.290 --> 07:11:49.259

Cooper City Hall: that are in addition to those 3, you guys? 2 that are probably not. To which other spot? What? What? You're the to 2,016 for the schemes.

2837

07:11:49.330 --> 07:12:03.090

Cooper City Hall: So they're driving in a in the city. That's 8 miles. Okay. If Stacy's car can only get 22,000 miles on, how much are they going?

2838

07:12:03.580 --> 07:12:05.580

Cooper City Hall: Yeah, I I I only know where that works.

2839

07:12:05.680 --> 07:12:20.809

Cooper City Hall: The building department has the highest mile. Yes, and quite honestly, that was a late addition. And it's related to again that that pile the stock overall stockpile that we have that is related to the building service fund as long as my opinion, as long as you commit.

2840

07:12:21.030 --> 07:12:24.930

Cooper City Hall: and me to not buying, but doing first a holistic look.

2841

07:12:25.510 --> 07:12:27.930

Cooper City Hall: That's what we need, because I I believe

2842

07:12:28.110 --> 07:12:30.579

Cooper City Hall: we might have a bar out here that they could use.

2843

07:12:30.610 --> 07:12:38.830

Cooper City Hall: because I don't want to have to. 10 year old vehicles with as long as someone's going to be. Yes.

2844

07:12:39.410 --> 07:12:43.010

Cooper City Hall: because if they bye.

2845

07:12:47.210 --> 07:12:49.670

Cooper City Hall: okay, yeah,

2846

07:12:50.410 --> 07:12:53.449

Cooper City Hall: I had brought up to the city manager the other day.

2847

07:12:53.520 --> 07:13:04.540

Cooper City Hall: while I was away, I actually rented a VR. For like one night or 2 nights, and I was talking to people about it, and it turns out that the minute

2848

07:13:04.920 --> 07:13:13.710

Cooper City Hall: where we were the minute you put your your property on any of those sites you automatically go from residential

2849

07:13:13.730 --> 07:13:49.309

Cooper City Hall: to commercial. I'm just telling you what what I was told by this. so that to make a difference, it's a little bit different than the floor. But you're right. It's been a but it's not your homestead, it's not your home. It's not a single right? So you're there to make money. You're there to make a profit, and that is, you're making them register because they are now of the commercial entity. So why can I charge them commercial rates for water.

2850

07:13:49.690 --> 07:14:02.690

Cooper City Hall: because just with water alone, it was, I want to say, like a $500 addition in my in my pocket. compared to what a residential rate is. That is something we looked at

2851

07:14:02.890 --> 07:14:30.440

Cooper City Hall: extensively in the in the process when we're trying to, you know, do our short term rental process. We even built any change of occupancy fee in in in there there are certain thresholds they have to meet before it could be considered bigger than a residential home. And so at this point, none of the ones that we have. It's bigger than a residential home. I'm saying it's no longer a residential home

2852

07:14:30.510 --> 07:14:38.140

Cooper City Hall: because you're in it to make money. You're renting that out on a vacation rental.

2853

07:14:38.260 --> 07:14:41.779

Cooper City Hall: You're the entity co- commercial

2854

07:14:42.930 --> 07:14:59.250

Cooper City Hall: businesses are buying those to make money to rent them to people. So I know, but the law doesn't allow us to. But and I let him tell me that we have not done that research right? So he has not done that research.

2855

07:15:00.000 --> 07:15:19.000

Cooper City Hall: It's not. I don't need to zone them. I just don't want to lose revenue they're in it. They're in a money making. Well, what can we charge? I can charge them commercial rights and water. You don't have to. Yes, you do. You're 100% wrong.

2856

07:15:19.490 --> 07:15:25.610

Cooper City Hall: I have no idea, but it's in the budget.

2857

07:15:25.670 --> 07:15:38.880

Cooper City Hall: No, we don't. I can tell you that they don't have a piece of paper on me. But a phone is paying a a house and you have it for fire as well. The house is paying X amount of of of pennies

2858

07:15:39.230 --> 07:15:53.429

Cooper City Hall: per per gallon in a commercial is not okay, because it's transitory. They don't make the criteria that's required to make it a commercial.

2859

07:15:53.530 --> 07:16:02.260

Cooper City Hall: because if I can charge them commercial and make more money. I'd rather do that. That was one of the first things we looked at we wish for, because, as I recollect

2860

07:16:02.290 --> 07:16:08.660

Cooper City Hall: you were pleading with the Commission because one lady rented one room.

2861

07:16:09.070 --> 07:16:34.299

Cooper City Hall: You wanted to give away the the city to her. No, I don't know. There would be a moment, but I didn't do it. Now you're saying that I want to charge her the most I possibly can. I listen because they are difficult from our residents all the time that are near commercial. I have no difficulty in charging businesses, and anyone who rent is a business.

2862

07:16:34.300 --> 07:16:43.659

Cooper City Hall: and it becomes very difficult on I change the occupant seats or commercial property, and you sell it.

2863

07:16:43.680 --> 07:17:09.609

Cooper City Hall: You sell it. That new homeowner now is enough to redo a change of occupancy process with the city to get his back to a residential property. It's very difficult, I agree with you. If you could be more restrictive on, and I want to know why you haven't already. I've I'm making it arrestable if you can. If you get on. And now you're telling me we could charge you more. I'm not telling you that any other way we can to discourage you right? Exactly.

2864

07:17:10.780 --> 07:17:11.750

Cooper City Hall: Thank you.

2865

07:17:11.930 --> 07:17:13.880

Cooper City Hall: Thank you. Now we're moving on

2866

07:17:14.900 --> 07:17:21.060

Cooper City Hall: any other questions on.

2867

07:17:21.130 --> 07:17:49.200

Cooper City Hall: excuse me, building. I'm already up to road and grants. I try

2868

07:17:52.060 --> 07:17:53.740

Cooper City Hall: what's in there

2869

07:17:55.550 --> 07:17:56.300

that

2870

07:18:06.090 --> 07:18:10.410

Cooper City Hall: I was the sidewalk that we were. Yeah, we only 50,000 budget

2871

07:18:11.260 --> 07:18:13.080

Cooper City Hall: 50,000. No, I reading it right.

2872

07:18:13.310 --> 07:18:14.120

Cooper City Hall: No.

2873

07:18:16.680 --> 07:18:17.899

Cooper City Hall: to be a

2874

07:18:18.240 --> 07:18:32.129

Cooper City Hall: oh, I'm sorry I'm on 160. Sorry it's 150,000 sidewalks. That's a

2875

07:18:32.830 --> 07:18:34.749

Cooper City Hall: so this is where the other

2876

07:18:35.850 --> 07:18:39.390

Cooper City Hall: the mowing services went up for the streets.

2877

07:18:39.610 --> 07:18:41.770

Cooper City Hall: Give it a new contract that we're in.

2878

07:18:42.460 --> 07:18:59.009

Cooper City Hall: But we also it was raised because we get additional service to you can do more right? So we up we up the the amount of cuts per year and the amount of service, the the hedges being and other

2879

07:18:59.090 --> 07:19:00.730

Cooper City Hall: services in the contract.

2880

07:19:01.480 --> 07:19:07.840

Cooper City Hall: Okay? So I had a meeting months ago. I don't remember when, with

2881

07:19:08.340 --> 07:19:26.750

Cooper City Hall: consultants that we're looking at re landscaping, that's the beautification. Thank you. So yes, we actually have a meeting coming up with them. in the next week or 2. I think it is. I will be before the board. So one of the things that I brought up to them

2882

07:19:27.020 --> 07:19:39.849

Cooper City Hall: that I would have like, I said, if we can incorporate this. I I didn't like that. We were revamping all those things, but if we're going to do it all. The what have you? Not the signs I wanted?

2883

07:19:39.910 --> 07:19:48.929

Cooper City Hall: maintenance, free planting. So there's wildflow wildflowers that all will only grow this tall. That's just how they that's how they are.

2884

07:19:48.990 --> 07:19:54.790

Cooper City Hall: They don't have to be mode. So things like that increase

2885

07:19:55.450 --> 07:20:04.810

Cooper City Hall: our beauty, increase. Bees increase everything and don't require as much maintenance. And then they said, instead of

2886

07:20:04.970 --> 07:20:15.689

Cooper City Hall: you know all the if you're taking on a tree, because now we're doing tree trimming, we mulch it ourselves. We can give our residents free mulch. We have a a

2887

07:20:16.430 --> 07:20:27.549

Cooper City Hall: other cities. Do it. Just so you're looking at it. Oh, stop it! But also, why can I use that for free mulch as well.

2888

07:20:27.600 --> 07:20:41.119

Cooper City Hall: and try? And who's going to cut the tree and drag it into a shipper anyway? Right? But they also come with seeds. Okay, but I'm saying that other cities give out that for mulch. And if and if it's.

2889

07:20:41.240 --> 07:20:55.379

Cooper City Hall: it's a way to recycle it. So it's green. It's good for the environment, because you're recycling it, not putting it in anything. And if the residents want to use it, they just let them know it's in. Come with seeds, I mean, it happens. But same with us. But I was looking at

2890

07:20:56.100 --> 07:21:10.450

Cooper City Hall: wild wild flowers, or you know, something low ground that instead of planting a grass that has to be mode constantly, what about low ground cover plants that don't have to be replaced

2891

07:21:11.330 --> 07:21:21.210

Cooper City Hall: so? And then also along on the avenue where we had when we raised when we, when the county

2892

07:21:21.430 --> 07:21:27.899

Cooper City Hall: increased the the the lane on Farm Avenue, they raise the road to the the new levels.

2893

07:21:27.940 --> 07:21:45.889

Cooper City Hall: the people that were on the east. Sorry about my hand. I apologize. The people that were on the east side of the road were complaining, because with their fence everybody was still looking into their backyard privacy. Well, we have the the lake there that the lake, the canal along a large portion. What do you want to do to it?

2894

07:21:46.530 --> 07:21:59.000

Cooper City Hall: Plants the trees on on our side that way. They have privacy, and we don't have to worry about. We we have to get that approved through Broward County, because that's where our county road we have to go through their whole landscape

2895

07:21:59.060 --> 07:22:07.250

Cooper City Hall: process again.

2896

07:22:07.340 --> 07:22:12.430

Cooper City Hall: where the county is gonna work with Montero to redo the plans, so we don't throw

2897

07:22:12.690 --> 07:22:24.859

Cooper City Hall: money away their money away by them, redoing the site plan without. So if, when we're looking at mowing, is it possible, when you talk to 10 more to

2898

07:22:25.510 --> 07:22:33.509

Cooper City Hall: re-emphasize that if we use low ground covering that doesn't need to be mode. We're saving money on mowing. I I like

2899

07:22:33.640 --> 07:22:41.180

Cooper City Hall: to spend money on beautification. I I don't want dirt, because it's still pretty, even though the wild flowers are so beautiful.

2900

07:22:41.190 --> 07:22:44.670

Cooper City Hall: and they don't have to be taking. They don't have to be mo.

2901

07:22:44.880 --> 07:23:12.270

Cooper City Hall: I think we should talk about this when we talk to shen more, though. I yeah, I I did talk to them. I think it's the second meeting of August is what you guys thought, yeah, because right now, the person that was in charge of that contract. That, and part of in charge of our city for the beautification is no longer what the company and somebody just took it over there. We have more attention issues, too. So we actually our our meeting with them.

2902

07:23:12.280 --> 07:23:18.200

Cooper City Hall: I think in a week or 2. And then we're gonna they're gonna be coming in to see you guys.

2903

07:23:19.020 --> 07:23:26.650

Cooper City Hall: Likely we're going to get to one of the chips. We're going to need some fuel tax money as opposed to our neighbors to the South.

2904

07:23:27.060 --> 07:23:46.000

Cooper City Hall: Yeah, somebody should be fired with that. Someone should definitely get to that money. Go down like a cheaper guys. Yes.

2905

07:23:46.170 --> 07:23:54.779

Cooper City Hall: so they can't do it again until January, since millions are losing. Oh, my gosh, they are.

2906

07:23:55.250 --> 07:24:04.239

Cooper City Hall: Yeah. But I have to any other questions for

2907

07:24:04.580 --> 07:24:18.850

Cooper City Hall: right. I I just told the captain to send the tanker down this we don't even know I would talk about in this conversation. There's nothing they need to talk about. There's not any questions.

2908

07:24:19.340 --> 07:24:34.260

Cooper City Hall: That's where you off to go. Right. Well, well, hold on. Why are we taking this? I've made a mistake. Why is it money coming at $10,000 from the conference, this conversation that wasn't looking for what I knew it maybe too easy. We put that on there.

2909

07:24:35.190 --> 07:24:37.410

Cooper City Hall: Why is that coming from the conversation? Font?

2910

07:24:37.800 --> 07:24:46.999

Cooper City Hall: I'm sorry, Commissioner. What was your question? The money for prime watch and explorers coming out of the complications on. That is not what we that must have been something.

2911

07:24:47.110 --> 07:25:03.630

Cooper City Hall: That's not what we do. So if I may answer that, Commissioner, and for the Mayor and the other commissioners that are here. So the plea 6, 4 program is something that we've funded historically, which I certainly appreciate. your continued support. The prior

2912

07:25:03.750 --> 07:25:08.309

Cooper City Hall: practice from the prior manager was that that was that money was

2913

07:25:08.360 --> 07:25:24.900

Cooper City Hall: allocated from this fund. So when but I that is a fraud, because I would have picked up on that, because I know what that means. You know what I mean, because that that's money that's already there. So I know when I first got on I got the money allocated from the general fund, not from the complication file.

2914

07:25:25.450 --> 07:25:26.620

Cooper City Hall: I gotta look into that.

2915

07:25:26.780 --> 07:25:29.850

Cooper City Hall: I don't think that's right, because the conversation money stays there.

2916

07:25:30.990 --> 07:25:35.420

Cooper City Hall: you know. It doesn't go anywhere. so I would have. I got it from the other side

2917

07:25:36.000 --> 07:25:40.799

Cooper City Hall: on the general fund, and he must pull the fast one and put it back there. He who

2918

07:25:40.890 --> 07:25:41.910

Cooper City Hall: the other guy.

2919

07:25:42.070 --> 07:25:48.780

Cooper City Hall: he! He's referring to the Prior Manager, Commissioner, and you know what I'm talking about, because one more because you can't touch that money.

2920

07:25:48.960 --> 07:25:49.850

Cooper City Hall: you know

2921

07:25:50.120 --> 07:26:08.030

Cooper City Hall: it. There's certain there's you correct. There's certain criteria that the law enforcement Trust funds can be utilized for This would certainly be a valid use of that. you know all I advocate. And where is that? Well, resource offices about these, too? No, we've heard plenty of fun, but that's not what I would have done, so I would ask that we could look to see.

2922

07:26:08.530 --> 07:26:12.540

Cooper City Hall: I want to look and see where that money was supposed to come from. I think he pulled up that one on.

2923

07:26:13.950 --> 07:26:14.750

Cooper City Hall: you know.

2924

07:26:15.460 --> 07:26:30.050

Cooper City Hall: on a positive note. There is that first line item with the 5,000. you know, that will be coming off. I did speak to the city manager and budget mic on that item previously. So it was just the $20,000, which is 10 for each one of the

2925

07:26:30.110 --> 07:26:36.350

Cooper City Hall: programs that we run here in Cooper City that it was requesting. But so, Commissioner Shatter, are you asking

2926

07:26:36.530 --> 07:26:46.790

Cooper City Hall: to not fund explorer and point out from there. He, Joe, must have moved it from there. So you know where he wanted to fund it from from the general fund. Is this, money stays in there and never in you. You don't lose it.

2927

07:26:46.830 --> 07:26:51.779

Cooper City Hall: Okay, the money stays in there, and that's probably why the balance decreased, or something, because the balance is higher than this.

2928

07:26:52.080 --> 07:27:14.559

Cooper City Hall: so he might probably move something when you shouldn't have moved, because I wouldn't have fun. And that's why I wanted to check to be full before the end of the years. I didn't want the money to go back to the general fund. Remember, when I when I asked for the check we written to the explorers. That was because I didn't want to go back to the general fund because they had used it under. You don't do that on a conversation with money stays, and there is a way you don't have to reset it. It's like a trust fund. As it is

2929

07:27:17.020 --> 07:27:20.420

Cooper City Hall: correct. We haven't had.

2930

07:27:22.440 --> 07:27:24.649

Cooper City Hall: so I I think it's

2931

07:27:24.750 --> 07:27:34.259

Cooper City Hall: the name is confusing. There. It's a terrible name, because I know what I associated with so well. You correct so historically. Just so I can give you the history of that

2932

07:27:34.340 --> 07:27:36.220

Cooper City Hall: quick 60 s clip.

2933

07:27:36.730 --> 07:27:41.940

Cooper City Hall: historically, you're thinking about neighborhood crime. Watch. Right?

2934

07:27:41.950 --> 07:27:50.620

Cooper City Hall: We do not have a neighborhood crime watch. Nor am I advocating. For one. I I I do get inquiries on that. But really, neighbor crime watches have

2935

07:27:50.760 --> 07:28:00.289

Cooper City Hall: pivoted to the online platform. Right? So how do we capture that audience? We create processes for that. The reason this name is here is because in 1,980,

2936

07:28:00.410 --> 07:28:07.140

Cooper City Hall: the Cooper City Police Department funded and established an account named Cooper City Crime Watch.

2937

07:28:07.250 --> 07:28:19.040

Cooper City Hall: It's just a long standing account. that was from 1,980. I pulled the original certificate on that account. So it's just not closing that account and keeping the same name. Could I go back to our nonprofit. Correct?

2938

07:28:19.890 --> 07:28:28.959

Cooper City Hall: Yeah, I I I wanted to change the name when we did the bylaws. Yeah, Commissioner, Catherine did raise that as well. I don't care. I just don't want it associated with crime watch

2939

07:28:29.850 --> 07:28:30.989

Cooper City Hall: call. Would you like?

2940

07:28:31.330 --> 07:28:41.749

Cooper City Hall: Well, this is actually perfect timing, because we we're just filing the bylaws in the articles and corporation

2941

07:28:41.800 --> 07:28:43.030

Cooper City Hall: meeting.

2942

07:28:43.230 --> 07:28:48.609

Cooper City Hall: So we can call crime prevention by, you know. So

2943

07:28:49.690 --> 07:28:55.619

Cooper City Hall: yeah, so just for clarity, I guess, related to that. And and if we can share sort of a your point, so

2944

07:28:55.690 --> 07:29:13.109

Cooper City Hall: we can certainly bump that from here to the general funds, because I want to make sure that we've got it. Yeah, that's that's no problem. We can. Because the and it's member. That was the whole reason why I was trying to get to check it out before it date. The end of the year was because if it was going to go back, not

2945

07:29:13.660 --> 07:29:21.279

Cooper City Hall: Mr. I wouldn't be aware of that. But any other questions here, you know.

2946

07:29:21.710 --> 07:29:22.720

Cooper City Hall: Yes.

2947

07:29:23.380 --> 07:29:36.540

Cooper City Hall: anybody, anybody, Tim. I got nothing on it. No question.

2948

07:29:36.610 --> 07:29:44.089

Cooper City Hall: We are our correct, just a friendly reminder. If your board tomorrow at 5 Pm. Please join us.

2949

07:29:44.780 --> 07:29:52.819

Cooper City Hall: We're going to. We're going to parlay that to our August fourteenth parking lot. Fun, too.

2950

07:29:54.970 --> 07:29:58.450

Cooper City Hall: Where did he go? My, my, my only major concern here.

2951

07:29:58.870 --> 07:30:09.020

Cooper City Hall: that we're getting to a point where we might have too much funding, that there was a point in time where there's a there was a portion of somebody money coming out on a salary coming out of it. Still.

2952

07:30:09.040 --> 07:30:30.480

Cooper City Hall: that's the person that this Mexico she does all the contracts. Oh, is it still coming out here on this thing? It is our personal services. It's pick it up on page 184. It's on the.

2953

07:30:30.550 --> 07:30:37.440

Cooper City Hall: But that's kind of low. Only the only you you're you're recommending to go from 34 down to 14 down on it.

2954

07:30:38.160 --> 07:30:39.610

Cooper City Hall: Is that not porting right?

2955

07:30:39.780 --> 07:30:45.790

Cooper City Hall: Yes, Tom had put in some money to pay one of the people last year and never have okay

2956

07:30:48.160 --> 07:30:50.460

Cooper City Hall: like, do you need?

2957

07:30:51.320 --> 07:31:11.879

Cooper City Hall: No. So what what happens is she does the contracts, and then When she signs somebody up or they don't know what you're you're lowering it. So I'm saying do not need to. I mean, all we have. Somebody in yours is spending any time over there. No, what we do is we program all the swipe cards. And do you need some of that salad you're paying for out of there? I mean, we can.

2958

07:31:13.260 --> 07:31:27.129

Cooper City Hall: Are we saving money now that the Pd. Is crime watching it. UN unlike most of all our other funds, you'll see on, on, on page 182 that the over under that we're actually, we are carrying a surplus there.

2959

07:31:27.230 --> 07:31:39.719

Cooper City Hall: that money will help. Both of those lots need a fair amount of physical improvement, so that money will be used to to to bank a little bit towards our improvement.

2960

07:31:39.740 --> 07:31:41.620

Cooper City Hall: Yes, the what

2961

07:31:41.830 --> 07:31:53.060

Cooper City Hall: she's Maxwell, that she supposedly does a audit every month. She's pretty active. She's out there. Yeah, she doesn't walk some. You send her with the part, Ranger.

2962

07:31:53.120 --> 07:31:59.360

Cooper City Hall: of course.

2963

07:31:59.980 --> 07:32:06.320

Cooper City Hall: But yeah, we we need to do some upgrades to the, to the parking lots over there. Alright. Anything else.

2964

07:32:07.350 --> 07:32:24.000

Cooper City Hall: strong water. Listen much like the latest Indiana judge. We we've all been waiting for an anticipation. It's my pleasure to welcome, and a very new person, Raj. He was 18 when he came to this meeting, and now my computer has crashed.

2965

07:32:24.360 --> 07:32:32.320

Cooper City Hall: I have to admit that

2966

07:32:33.380 --> 07:32:34.870

Cooper City Hall: I'm not prepared

2967

07:32:35.330 --> 07:32:37.920

Cooper City Hall: in a sense that

2968

07:32:38.250 --> 07:32:49.249

Cooper City Hall: if you ask if you ask me questions, the line items, I probably don't have the answers, but I'm not saying that they are not important. I'll be more than happy to research

2969

07:32:49.370 --> 07:32:55.659

Cooper City Hall: to get back to it back to all of you. with your the answers to your questions

2970

07:32:55.710 --> 07:33:01.239

Cooper City Hall: and the way we have done it is, whatever was the budget in in 23

2971

07:33:01.390 --> 07:33:09.530

Cooper City Hall: had the the Budget folks and my operation folks work together to see what changes they would want to make. And that's how we did it.

2972

07:33:09.940 --> 07:33:24.160

Cooper City Hall: The larger issue that I would like to do is that I've been focusing on what much serious issues related to my utilities. And and that's where my attention has been, and it will continue to be for as long as I'm here.

2973

07:33:24.620 --> 07:33:37.079

Cooper City Hall: the first item that I would like to bring to your attention, which is not here. But it's not in the budget, but I would like to consider the commission

2974

07:33:37.920 --> 07:33:39.380

Cooper City Hall: the

2975

07:33:40.040 --> 07:33:54.740

Cooper City Hall: the the the water and sewer rate increases that are that are in the code that says it needs to be done, based on the All Us. Cpi, the index.

2976

07:33:54.740 --> 07:34:11.880

Cooper City Hall: Now, I do not know what the basis has been. It has been for many, many years. It might be a restriction in the charter. I have not gone that far, but I have not found so far, and even if it isn't the charter, my strong recommendation would be to see if we can have that charter chain in the event there is some registration.

2977

07:34:11.920 --> 07:34:17.589

Cooper City Hall: but that does not reflect the monies that we pay for our business

2978

07:34:17.750 --> 07:34:24.750

Cooper City Hall: right now. It is a striking difference. There's a 4% Cpi index call us

2979

07:34:25.540 --> 07:34:32.309

Cooper City Hall: and the southeast Florida is 9. So when

2980

07:34:32.350 --> 07:34:42.310

Cooper City Hall: the contractors they give you the prices and everything else, it's not based on what is in Kansas city, but it is based on what is prevailing wages. How do we correct it, Jacob?

2981

07:34:44.440 --> 07:34:51.189

Cooper City Hall: Okay, so our code requires it. It's in the code

2982

07:34:51.410 --> 07:35:16.799

Cooper City Hall: to base our increases in, in, in the water and in the Cpi. It's all us in average index. And what I am suggesting is that we need to be realistic. And it needs to be instead of all United States index. It needs to be southeast Florida Index that comprises of the metropolitan areas. Yeah, there are multiple Cpi. So yes.

2983

07:35:17.500 --> 07:35:32.540

Cooper City Hall: okay, do we get if we change the ordinance into now? As I said, I have, I've researched everything. But I didn't go as far back to the charter to see if there's any requirement assuming it's just the ordinance, and we need to. Then my recommendation is here. We give them

2984

07:35:32.810 --> 07:35:39.280

Cooper City Hall: direction they let him. So this is

2985

07:35:41.580 --> 07:35:53.599

Cooper City Hall: the rates for our users. Yeah, yes. On Cbi, the cost of doing business in our area. Yeah, I understand. I'm just thinking, you know, how much is that going?

2986

07:35:57.160 --> 07:35:59.410

Cooper City Hall: Yeah, whatever it is. Yes.

2987

07:36:00.120 --> 07:36:16.959

Cooper City Hall: And but think what we have to explain is the residents. Either we're going to subsidize it with straight, resonant money, or we do it, and you have users a business, and I go outside the city. No, it's not the right. It's all the users. They don't all here

2988

07:36:17.500 --> 07:36:25.930

Cooper City Hall: and and tied to it and tied to it is that we have to do major upgrades

2989

07:36:26.060 --> 07:36:45.440

Cooper City Hall: without waste water system everything is is is outlived. It's useful life. They need to be replaced. And it's millions of dollars. So what do you need to do? I start from the me. What? What do you need to start the process that coming up with the plans, trying to get the Grant money? Yes, and and and

2990

07:36:45.520 --> 07:36:59.409

Cooper City Hall: and Commissioner. You and I had some, you know, very preliminary conversation early on, and and and this is what you know. Been discussing with the manager as well is the the chasing, the, you know, pursuing the grant funding

2991

07:36:59.570 --> 07:37:03.639

Cooper City Hall: and and some combination of.

2992

07:37:04.870 --> 07:37:05.979

Cooper City Hall: we need to

2993

07:37:07.710 --> 07:37:12.849

Cooper City Hall: leverage our rates because we cannot. We cannot

2994

07:37:14.880 --> 07:37:34.240

Cooper City Hall: charge our residents ungodly amount of money to replace the plan, so we will have to need some. So it has to be a combination of grant funding. In. In my opinion. our participation, whatever that percentage is, we'll probably have to lobby, you know, to get more funding. And then perhaps the differences to come out of

2995

07:37:34.550 --> 07:37:46.039

Cooper City Hall: you know, some low interest levels. And and there are certain types of nose. You know that that there is a Federal Government loan that they call it. We fear I've forgotten the full acronym.

2996

07:37:46.070 --> 07:37:58.720

Cooper City Hall: and that generally gives a lesser interest than than the others, and the payback period is longer. So the combination should provide us, and the information that we are going to get

2997

07:37:58.910 --> 07:38:08.960

Cooper City Hall: what projects are needed is going to come out of the of the master plan. Study that hopefully, is going to have very soon. So to coordinate all that.

2998

07:38:09.170 --> 07:38:37.010

Cooper City Hall: what do you? What do you need budgetarily? What do you need for us, your your, your support for us to change the you know, to the Cpi. It's it's it's not a budget item. But I'm just bringing it to your attention. Yes, yes, it's it's not a budget item, because if you if you give me money, it just makes my life easier. Man.

2999

07:38:37.370 --> 07:38:45.090

Cooper City Hall: So I mean? Do you have the staff to do this administratively? If you need somebody, you have to get a consult. What do you need to do to get that all that

3000

07:38:45.460 --> 07:38:59.930

Cooper City Hall: we're probably going to need, you know, consultant and but the framework has to be drawn by myself, the city manager and and and and and the and the finance director so premature to do it.

3001

07:39:00.240 --> 07:39:01.339

Cooper City Hall: We we need

3002

07:39:01.740 --> 07:39:08.210

Cooper City Hall: like, we, said Stacy back to do a organization we need. I mean, it's

3003

07:39:08.600 --> 07:39:09.659

Cooper City Hall: we can't. Just

3004

07:39:12.190 --> 07:39:13.400

Cooper City Hall: I get it.

3005

07:39:13.880 --> 07:39:34.629

Cooper City Hall: No, no, no, I understand, I know. But I'm just I I feel it's my responsibility that you know that this budget. You know, I'm not focusing on here, or $10,000 here, because I've got millions of dollars of heading, and that's what it is. So so that, you know. That's the whole premise.

3006

07:39:34.780 --> 07:39:43.360

Cooper City Hall: Increase your revenue. If I mean, what would be the revenue increase? I guess 5%. Yeah. The revenue increased. Last year, we had close to.

3007

07:39:43.420 --> 07:39:51.890

Cooper City Hall: yeah, it was 8.4 or 8.6 so it is you know, just use that same number

3008

07:39:53.010 --> 07:40:07.530

Cooper City Hall: if if we raise the rate. I do not know how much it is. Why this is. but we'll give you the answer, sir. I got it, but all I'm saying is.

3009

07:40:08.050 --> 07:40:13.180

Cooper City Hall: if he's thinking he needs millions of dollars to do repairs, and if we raise the rate

3010

07:40:13.600 --> 07:40:16.280

Cooper City Hall: for to 9,

3011

07:40:16.560 --> 07:40:40.109

Cooper City Hall: that's a drop in the bucket. No, no, he said. Combination! It is just that we try to maximize our revenue. And then this is not 30 K. This is 100,000. That's exactly. And to move to that 30,000 foot and to build on Raj. They have engaged the consultant that will develop the master plan, which will say, this is how much it is to make our upgrades.

3012

07:40:40.110 --> 07:40:56.679

Cooper City Hall: And then, as Raj said, we'll we'll need to develop for you all a path forward on a plan to to be able to to move those projects forward. Right now in the budget we have 2 and a half positions. If you want the explanation of the more than happy to give you the explanation

3013

07:40:56.730 --> 07:41:05.400

Cooper City Hall: and consistent. So yes, okay. So the I'm going to start with one position which was utilities Coordinator position that we are requesting.

3014

07:41:05.470 --> 07:41:30.939

Cooper City Hall: last year, when the Commission approved the public Works coordinator position you know, I had given the indication that let me evaluate what the department is, and I'm going to come back. So rather than coming during the mid year, you know, we've waited until here. So that is the

reason why we we do need. I need to create the depth, the proper professional depth in the utilities department.

3015

07:41:31.320 --> 07:41:33.210

Cooper City Hall: We've got many.

3016

07:41:33.860 --> 07:41:38.480

Cooper City Hall: When I laid the groundwork for the you know, the the bigger picture

3017

07:41:38.650 --> 07:41:45.360

Cooper City Hall: and many of the cips, the capital projects that are in works. My intent is to try and use

3018

07:41:45.500 --> 07:42:05.440

Cooper City Hall: the assistant director as a combination of operations, and the capital project manager, instead of having to position. I want to combine that and take some of those operational responsibilities, and train the utilities, coordinated position to assume those as well. So that is, that is going to be

3019

07:42:05.460 --> 07:42:12.260

Cooper City Hall: in view of having an additional position. This is my, this is my overall saving month. Yes, sir, it's always the case, sir.

3020

07:42:12.680 --> 07:42:27.920

Cooper City Hall: Okay. then comes the the item in the budget. We have contingencies. and last year the Commission was very gracious to allow me the contingency that helped me manage my department instead of

3021

07:42:30.430 --> 07:42:32.949

Cooper City Hall: getting locked in under certain code.

3022

07:42:33.280 --> 07:42:37.550

Cooper City Hall: and the reason was that, as I said, that you know, many of our

3023

07:42:38.800 --> 07:42:47.179

Cooper City Hall: many of our equipment and infrastructure is kind of outdated, and when it is going to collapse. What is going to happen?

3024

07:42:47.180 --> 07:43:13.419

Cooper City Hall: It's unknown. So that has helped a lot. So I would to request that the Commission continue to do that as well. We only have 30,000. No, that's on that one. Okay, I'm talking about. I'm talking about the the the water is sewer infrastructure. Commissioner. Yeah, we just store water, and and that, and that is, and that brings and I,

3025

07:43:13.440 --> 07:43:19.299

and and then the storm water. That is a that that we are requesting the commission.

3026

07:43:19.370 --> 07:43:24.710

Cooper City Hall: and and that is that I know that again, Commissioner Shaver.

3027

07:43:24.950 --> 07:43:47.630

Cooper City Hall: this was something he you interviewed me the first day when I came on board. Oh, stormwater research, yes, 25 cents. And why? We yeah. So I think that you know that has to be revisited. And I, it's been a long time it has been a long time, plus. It is not realistic. We do not comply with the Npds requirement. We are just just to dragging our fee.

3028

07:43:47.720 --> 07:43:58.400

Cooper City Hall: and and this is something that is needed desperately. So I'm hoping that the data collected by the consultant, we will engage the same consultant under my guidance.

3029

07:43:58.420 --> 07:44:24.219

Cooper City Hall: and and we will try to see what would be the realistic rate increase that is going to support the function and take care of many of the things that we are not able to take care of questions. in reference to stronger, and I know that a lot of our list stations are in need of repair and what not. That is going to be the sewer, the the the wastewater transmission. That's not storm water. Now

3030

07:44:24.540 --> 07:44:35.319

Cooper City Hall: you can draw the connection, Commissioner. Right? You can draw the commission. A con connection is that when it rains and it's the street.

3031

07:44:35.740 --> 07:44:50.080

Cooper City Hall: it causes infiltration that gets into the the lift station, and that puts pressure on that. And that is also one of the major

3032

07:44:50.080 --> 07:45:09.520

Cooper City Hall: refurbishing our list stations in that B increase. No, I would rather keep it separate, because you would barely scratch the even. Let's assume for a moment that the strong water fee you. You double what you have that is going to be really meeting what the mandatory requirements are.

3033

07:45:09.540 --> 07:45:19.830

Cooper City Hall: I would not recommend that you take that part of money and applies. There are plenty of grant funding that is available from the State and the other places that you can

3034

07:45:20.230 --> 07:45:36.379

Cooper City Hall: your grant your grants here I don't know, because it's there's no point of putting it, either going to get a big present or not. It's there's nothing in any of us, because all the lines in here France are non-existent.

3035

07:45:36.420 --> 07:45:43.500

Cooper City Hall: There are 2 brands that are already in process. We haven't heard from them. This may be a good appropriation request. As well.

3036

07:45:43.640 --> 07:45:45.250

Cooper City Hall: you know, we're talking about?

3037

07:45:46.040 --> 07:45:54.650

Cooper City Hall: Yeah. And and we have, we have applied, we, we are applying it both levels the State level as a Federal level.

3038

07:45:54.890 --> 07:45:58.790

Cooper City Hall: So the Federal level was sent it through

3039

07:45:58.940 --> 07:46:04.349

Cooper City Hall: So it's an insults office. And then, you know, we have been applying with the State as well. So

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07:46:05.120 --> 07:46:16.000

Cooper City Hall: so be assured that we're getting some. Is there anything we can give you to help you? Anything you need?

3041

07:46:16.090 --> 07:46:30.740

Cooper City Hall: I'm very fortunate that I have the support of the Commission that I would. I would like to say that. You know we are doing our best with the people, but it is going to take a little time for us to build the department pick, and and I want you to recognize that

3042

07:46:30.840 --> 07:46:45.369

Cooper City Hall: for all these years we have been very fortunate, but the wastewater system needs to be completely rebuilt, so whether anybody likes it or not, I may be the better of the bad news, but that's the true.

3043

07:46:45.800 --> 07:46:52.820

Cooper City Hall: I don't want nobody knows better than me, so I hold that nobody knows better than me. I hope the boot plan

3044

07:46:52.890 --> 07:47:05.800

Cooper City Hall: it. It it was. I think it was in the 80. It's it it was. It was purchased. At least one of the units was purchased in the late eighties in the mid to mid eighties.

3045

07:47:05.920 --> 07:47:18.219

Cooper City Hall: and then it was it. It was just used, you know. So everything has been used. You have an item on, you know, on the management. It's a package plan 3 package plans, 1.2 5 million gallons a day.

3046

07:47:18.340 --> 07:47:20.989

Cooper City Hall: which is fit for trailer parks.

3047

07:47:21.130 --> 07:47:33.880

Cooper City Hall: Wow, yeah, typically those package plans we use for like a single development, right or a a trailer park. Or if you go to like a 80 home development that didn't have, we weren't able to connect with sewage, you would use it.

3048

07:47:33.970 --> 07:47:35.050

Yeah.

3049

07:47:35.160 --> 07:47:43.659

Cooper City Hall: And and we all should be thankful to the employees who really take it too hard, and they keep it running. But you know, at some point in time

3050

07:47:43.820 --> 07:47:45.830

Cooper City Hall: the transmission is run out.

3051

07:47:46.000 --> 07:48:01.390

Cooper City Hall: The employees that haven't brought up. Yeah. Yeah. So I would appreciate. So that has been my focus. But if you have any questions related, I'll be more than happy to ask this. Not at all. Do you? Do you have a need for a for explorer.

3052

07:48:03.050 --> 07:48:19.430

Cooper City Hall: So I gave my I give my forward explorer. So whoever it is, you know such that I can re. I can hire the assistant director right now. I don't even know if this is a Raj question, but it's it's underwater. And through administration.

3053

07:48:20.310 --> 07:48:26.670

Cooper City Hall: I brought this up a few times. I'm trying to save money. I think it's crazy that we still now. utility bills

3054

07:48:26.930 --> 07:48:40.480

Cooper City Hall: that we don't that is, actually. But it's underwater and sewer administration. So I'm going to bring it up because it's on. It's a postage item for $38,000 and another postage item. We're spending over a hundred $1,000.

3055

07:48:40.580 --> 07:48:54.479

Cooper City Hall: I just pay for it, Commissioner, but I'll be happy to pass on the public meeting, and I'm sure sure you know, I think we need to incentivize our residents to go to Ego. Well, and so what does it cost us to mail each one?

3056

07:48:55.180 --> 07:49:06.519

Cooper City Hall: Okay, that's just the postage. I know. What does it cost us to mail each one. I will not. No, Commissioner, can you approximate? It's fifty-,

3057

07:49:06.570 --> 07:49:07.989

Cooper City Hall: you know.

3058

07:49:08.110 --> 07:49:26.640

Cooper City Hall: No, you've got a you've got a so I think 50 cents is a is a decent. But so what if we you talking to the wrong person? Oh, but what if we? No, it's not as well. It's it's the city managers here. So we're not talking to the wrong person. So what if we were to give each resident

3059

07:49:26.640 --> 07:49:39.340

Cooper City Hall: you want to incent? You want to give them an incentive to go to e-billing 25 cents off each bill. Yeah, discount their bills, and we're still we're still breaking. We we don't even have to let you just have to get a legitimate

3060

07:49:39.390 --> 07:49:47.320

Cooper City Hall: utility billing system where you could just put your credit card in and they take it, and then they charge you to use your credit card.

3061

07:49:47.330 --> 07:50:17.140

Cooper City Hall: But if you do an electronic transfer A/C. Now, we have no charge. Okay, we you Vancouver City. You can not go on and pay your water bill. You have to have a you have a code and all that. Oh, top secret. That's okay. We're asking. We're asking the manager. I just wanted to get by, and I mentioned it at a meeting

3062

07:50:17.140 --> 07:50:35.319

where it's auto, you know, you have to opt in on this, you know, we could get the Green Advisory Board to help us with this, because you have to put an Rfp out to a company. They have no problem. They, this would save the environment save everything. So you get them to maybe help move the process along.

3063

07:50:35.410 --> 07:50:45.630

Cooper City Hall: I'm sure that they would love it, because this would save if we cut our postage in half in every single department we're saving it on. We first talk about this. Are we collecting

3064

07:50:45.700 --> 07:50:55.040

Cooper City Hall: for water. That's the first step we well, our second largest revenue source is water right, and our water meters are all broken.

3065

07:50:55.200 --> 07:51:09.040

Cooper City Hall: Not all, Commissioner, that is, still, we are still having issues where we are fixing is as we go, but they are not all fixed. What is the percentage? That is not all. When you say? Not all

3066

07:51:09.120 --> 07:51:10.490

Cooper City Hall: I.

3067

07:51:10.830 --> 07:51:15.300

Cooper City Hall: It was just this morning that I asked our our folks.

3068

07:51:15.480 --> 07:51:17.460

Cooper City Hall: and there might be about.

3069

07:51:19.650 --> 07:51:32.510

Cooper City Hall: I hate to be wrong, but I'm just suspecting. About 2 or 300 meters may still have some issues, but in totality I think they're not there, but I do not know, because there are. So it's a. It's a strange combination

3070

07:51:32.750 --> 07:51:33.540

Cooper City Hall: of

3071

07:51:34.260 --> 07:51:39.110

Cooper City Hall: semi-ordinators, old meters and electronic meters.

3072

07:51:39.190 --> 07:51:51.199

Cooper City Hall: and the ones that are semi-old of semi-electronic and electronic. Many times they don't communicate, so sometimes they are not communicating, but as we fix them it just takes 2 or 3 cycles. So it is little

3073

07:51:51.990 --> 07:52:16.650

Cooper City Hall: complex, in a sense, and this is a larger issue that needs to be addressed. And we are working on when we may. I continue when we don't address things like that, we're losing money, because I remember I know you're ready to jump. I remember several times when we had, you know, several 1,000 gallons that we're not accounted for just because we've had

3074

07:52:16.650 --> 07:52:22.919

Cooper City Hall: meters. And I, if I recall correctly, it was Commissioner shrouded that went and found all that out. So

3075

07:52:23.060 --> 07:52:24.180

Cooper City Hall: we

3076

07:52:29.050 --> 07:52:53.819

Cooper City Hall: and we're running, because then it's more money that we're not. I don't want to lose money, I mean, I'm I'm looking for ways to save money. I don't want to to be on top. And, Commissioner, you are preaching to the choir. We have had the meeting with the city manager. you know, there was an energy savings contract. You know. They have submitted their report.

3077

07:52:53.830 --> 07:53:09.220

Cooper City Hall: and we have to make some bigger decision. One of the positions that I've asked is going to help us. Do not a work in-house to save the money while we fix many of those meters as well. So yes, it is, you know it is.

3078

07:53:09.870 --> 07:53:12.360

Cooper City Hall: It is in the works, and we are ready

3079

07:53:12.380 --> 07:53:18.920

Cooper City Hall: sensitive to the fact that when the meters are not red we are losing money.

3080

07:53:18.940 --> 07:53:30.919

Cooper City Hall: But as soon as we get the information from the building people. you know, our response time has increased considerably.

3081

07:53:31.060 --> 07:53:35.710

Cooper City Hall: you know, and just any mailings in general, it's just

3082

07:53:35.910 --> 07:53:47.280

Cooper City Hall: to sum it up, we should build people for water they to use. We should make it easy for them to pay with a better whatever. And if we can not male bills.

3083

07:53:47.460 --> 07:53:51.270

Cooper City Hall: yeah. So let's start with.

3084

07:53:52.270 --> 07:53:55.070

Cooper City Hall: Then once we bill them, let's start with making it easy to pay.

3085

07:53:55.140 --> 07:54:22.199

Cooper City Hall: and then we'll see if we can save on post. Why don't we put on the bill which no one reads but we could try it the next bill that we're going to send out save 25 cents per or whatever the amount is. No, we just charging it once we have a legitimate system. If you don't want to use it. Then you're going to pay for the paper bill. That's what you but that's not fair, because there are some people that are incapable of that. Just don't have the capability and the knowledge

3086

07:54:23.300 --> 07:54:38.720

Cooper City Hall: anything else of the Raj. Hearing nothing. That's correct. Thank you so much for your time and energy, and then we'll regroup on August fourteenth at work workshop. I have to open up to the public.

3087

07:54:38.750 --> 07:54:53.459

Cooper City Hall: Okay, no, never know who's on virtual or who's here. Thank you very much, and we did it under 8 h by 5 min. Thank you.

3088

07:54:55.320 --> 07:54:58.040

Cooper City Hall: I.

CITY OF COOPER CITY
CITY COMMISSION SPECIAL MEETING

Tuesday, July 25, 2023 at 5:00 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE

Mayor Ross opened the meeting at 5:00 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

Present were Commissioners Mallozzi, Katzman, Shrouder, Green and Mayor Ross.

PUBLIC COMMENTS (3 MINUTES)

None.

TOPIC FOR DISCUSSION

1. Cooper City ARPA Discussion

City Manager Eggleston advised ARPA Manager John Perez will present an update to the Commission. ARPA Manager John Perez explained the City received two tranches of ARPA dollars, $8,965,280 and $8,965,280 totaling $17,930,560. The allocated budget for base projects is $7,930,560.00, we have $1,302,308.21 obligated and expended $1,100,215.51 so far. We have $6,628,251.79 in revenue replacement/loss projects, $5,336,528.72 obligated and have expended $3,696,860.16 so far. For completed projects we budgeted $6,241,227.08 and have expended $4,002,069.27. We need to obligate $10,915,882.31 within the next year. There has been 30 projects completed thus far. The first completed project listed is the transparency portal which has been completed.

Commissioner Shrouder asked how he can access the transparency portal. Mr. Perez said the Finance Department would have implemented the software for public review and retrieval.

Mr. Perez advised the second completed project was the public records request software.

Commissioner Shrouder asked about the equipment purchased for the Chambers. Mr. Perez answered the microphones and some audio equipment has been purchased and installed. They are still awaiting an indicator light to display when microphones are muted in the Chambers.

City Clerk Tedra Allen advised she can control volume and microphones via a device installed on the dais.

Mayor Ross asked if the microphones are battery operated. IT Tech Jonathan Lopez advised they are charged with a charging portal.

Mr. Perez advised the Qless System is implemented and running currently in Community Development and COVID leave and premium pay has been distributed.

Commissioner Mallozzi asked what employees received premium pay. Parks and Recreation Director Stacie Weiss said if you were an essential full time employee or part-time employee working during COVID-19 you received a one-time flat rate.

Commissioner Shrouder would like the left over funds from the small business grants to be applied to the non-profit funds to allow for cameras requested by HOA's.

Commissioner Mallozzi asked if the additional funds for the culvert will be added to the ARPA funds. Mr. Perez answered yes, the two amounts will be allocated for the project.

Commissioner Shrouder said the numbers presented are not the same as the numbers approved in the budget. He asked how we can reconcile the numbers. City Manager Eggleston said the transfers in and out note the changes.

Commissioner Shrouder asked if the numbers in the approved budget can change without Commission approval.

Mr. Perez spoke on the projects for discussion. City Manager Eggleston advised E-Permitting can be moved out of the ARPA projects to be funded by the Building Department.

Commissioner Shrouder said the FY23 budget has not been amended. He advised the headwork's project was approved at $500,000 thousand dollars and now the project reflects a different amount He also advised the police startup fund had money removed. He would like to know who authorized the change in the numbers.

Commissioner Mallozzi said there must be a procedure in place that allows changes. Mr. Perez answered yes, the City would have had to approve the change through a budget amendment.

Commissioner Shrouder said State law requires all budget amendments to be posted to the City website.

Commissioner Green asked City Attorney Horowitz if a project is approved and additional money is needed from another account is that considered a budget amendment. City Attorney Horowitz answered it may be a budget amendment. The statue defines what constitutes a budget amendment and the mechanism by which the amendment can be implemented. If you move appropriated money within a fund that is considered a budget amendment that can be accomplished by the Commission by motion as long as you're not changing the value of the overall fund. If you move money in between funds, or you change the value of the fund, that amendment needs to occur in the same manner in which the budget was initially adopted. Commissioner Shrouder said he would like to see the original approved ARPA list of projects to compare to the current list. He indicated there is a $4 million dollar increase from the budget approved.

City Manager Eggleston would like to introduce Matt Hanson from Witt O'Brien's who can speak on obtaining additional funding.

Commissioner Mallozzi asked why a representative from Finance was not present at the meeting.

Commissioner Shrouder said he understands the individual from Witt O'Brien's can provide the City with great opportunity but they need to reconcile the numbers to see the actually amount of funds available.

City Manager Eggleston said the ARPA funds need obligated by December 31, 2024 and spent by December 31, 2026. A lot has changed since the Commission approved the initial ARPA projects. He explained they can capture more funding beyond the obligation time.

Matt Hansen from Witt O'Brien was present via Zoom and advised there is a standard allowance for up to $10 million dollars for revenue loss. There has also been updates to allow projects including sidewalks, bridges and culvert repairs. There is also admin funding and the availability to recoup indirect costs. He explained there are additional opportunity's to provide program flexibilities and extend the impact of dollars beyond the year 2026.

Mayor Ross asked for a time frame on the review and reconciliation of the ARPA dollars. City Manager Eggleston said staff can start working on the reconciliation however, he would like to work with Witt O'Brien to work on concrete next steps.

Commissioner Shrouder would like the reconciliation done before a consultant is engaged.

Commissioner Katzman would like to look at the projects for discussion.

Commissioner Shrouder said the projects listed are not accurate.

Discussion ensued on the removal of the Stirling Road project.

Commissioner Mallozzi explained the surtax funding from Stirling Road is passed and will be sent in tranches.

Interim Public Works Director Tim Fleming advised the County provided funding for design and construction and pavement.

Commissioner Shrouder would like to remove the $1.5 million dollar City Hall and Pool and Tennis renovation.

Consensus was reached to remove the E-permitting project.

Commissioner Shrouder asked where the original funding for the police startup line is. Mr. Perez said when the funds for the startup were to be implemented the City was over a million on what they estimated originally so the Finance Department took out $1,268,329 and then added in $310,000 for the street sweeper and it then it moved to $903,016.

Commissioner Shrouder said he advocated for $2.1 million for public safety and the former City Manager proposed projects in excess amounts. Now he believes the money was removed from the public safety line to fund the projects.

Commissioner Green said he understands the City Manager will bring back a reconciliation so what else is there to discuss tonight.

City Manager Eggleston said the headworks, e-permitting and renovation projects will be removed.

Commissioner Mallozzi asked why the cybersecurity pen test is included in the regular budget.

City Manager Eggleston will remove the cybersecurity pen test from the ARPA budget.

Commissioner Green asked why we are not using ARPA funds for the cybersecurity pen test. Mayor Ross said they can leverage the addition funds for the project.

Commissioner Katzman asked if the Parks and Recreation updates are included in the infrastructure updates. City Manager Eggleston answered yes and they will have the opportunity to allow for leverage for park improvements. Commissioner Katzman said the master plan for Parks and Recreation, the beautification plan and the road and traffic improvements are his priorities.

Commissioner Mallozzi said traffic calming devices are needed and are something that she would like to see funded. But she would also like to avoid reoccurring costs with approving certain projects.

Commissioner Shrouder thought the Parks and Recreation Plan was being developed by an Urban Planner. City Manager Eggleston said the funding for the planner is proposed in the FY24 budget.

Community Development Director Carlos Vega said Urban Planners were contacted to look at mobility to the parks, a covered piece at the Sports Complex and a possible location for the dog park. The consultants are working on providing the city with a design and price.

Commissioner Mallozzi said she recalls approving a review of all parks. City Manager Eggleston said the review is included in the proposed FY24 budget.

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

None.

ADJOURNMENT

The meeting was adjourned at 6:26 PM.

The minutes of the Special Commission Meeting of July 25, 2023 were approved during the Regular City Commission Meeting of August 8, 2023.

Greg Ross, Mayor

Tedra Allen, City Clerk

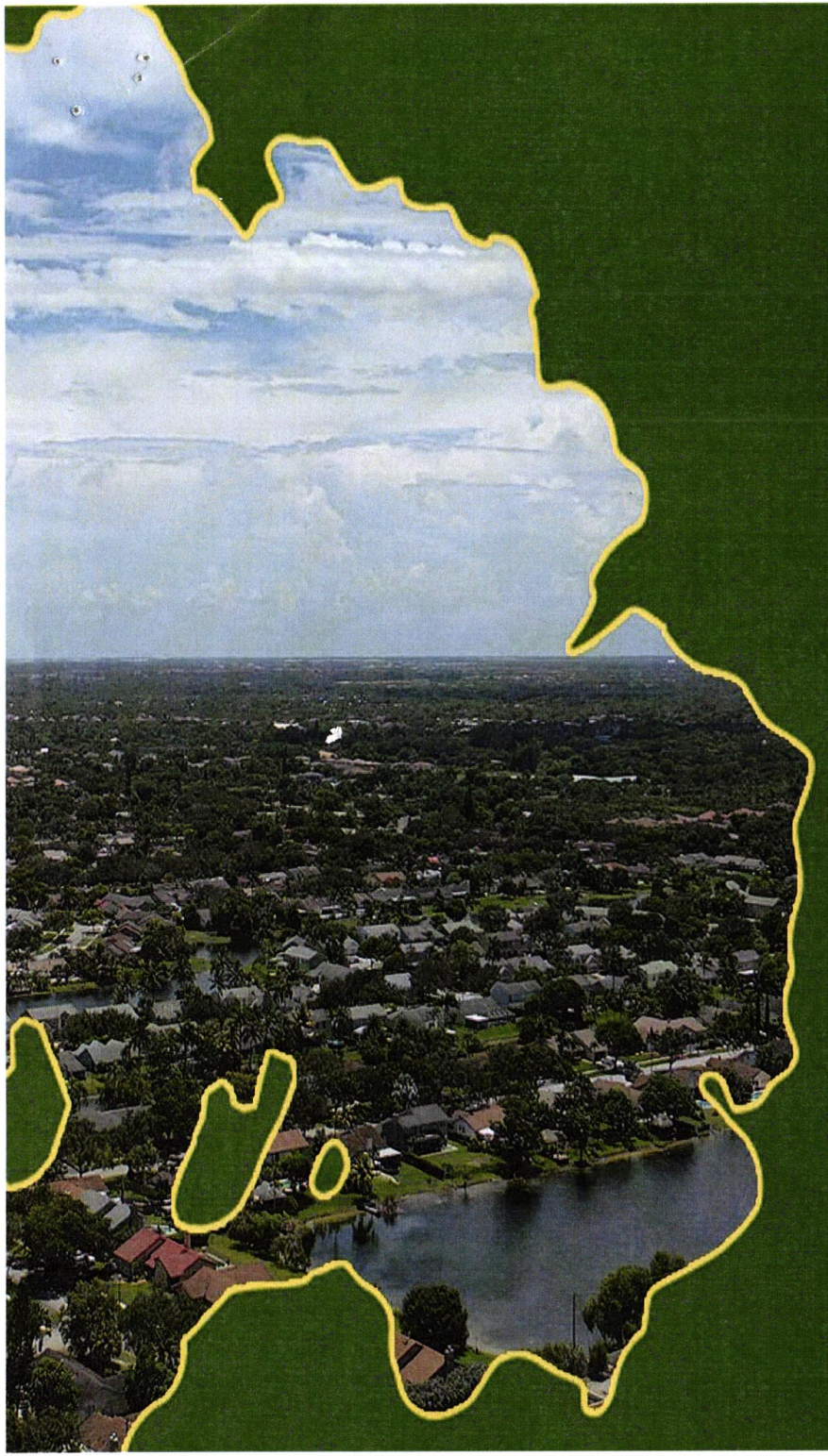
ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.



ARPA FUND Update and Discussion

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ARPA COMPLIANCE and Allowability CHANGES

- Movement away from COVID response, to COVID recovery, to Infrastructure and Resiliency
  - Standard allowance for revenue loss, $10 million
  - Community Development Block Grant flexibilities
  - Flexibility to use as source of match for federal grants
  - Invest in public sector capacity
  - Administrative funding not limited to just Fiscal Recovery Fund grants
  - Ability to recoup indirect cost in addition to administrative funding
  - Historical federal grant requirements do not apply –
    - Davis Bacon
    - NEPA
    - Supplanting
    - Previous Budgeted
  - Key strategy to focus on obligation and expenditure deadlines to create funding flexibility going forward

EXHIBIT-A Project Tranche Totals

	Tranche 1	Tranche 2	Initial Estimate
Total Project Estimate	$8,752,780	$ 10,183,609	$ 18,936,389
Distribution of Tranche	$ 8,965,280	$ 8,965,280	$ 17,930,560
	$ (212,500)	$ 1,218,329	$ 1,005,829

ARPA Program Statistics

- Total Award $17,930,560.00
- Original Budget $18,923,889.00
- Revised Estimate $17,554,719.24
- Total Obligated $ 6,638,836.93
- Total Expended $ 4,797,075.67
- Total Award Remaining $11,291,723.07
- Revised Estimate Remaining $10,915,882.31
- Total Projects 54

Completed Projects: 30

Base Projects Total Projects: 7

Completed Project: 2

- Budget $7,930,560.00 Est. $8,853,000.00
- Obligated $1,302,308.21
- Expended $1,100,215.51
- Remaining $6,628,251.79

Revenue Replacement/Loss Projects 47

Completed Projects: 28

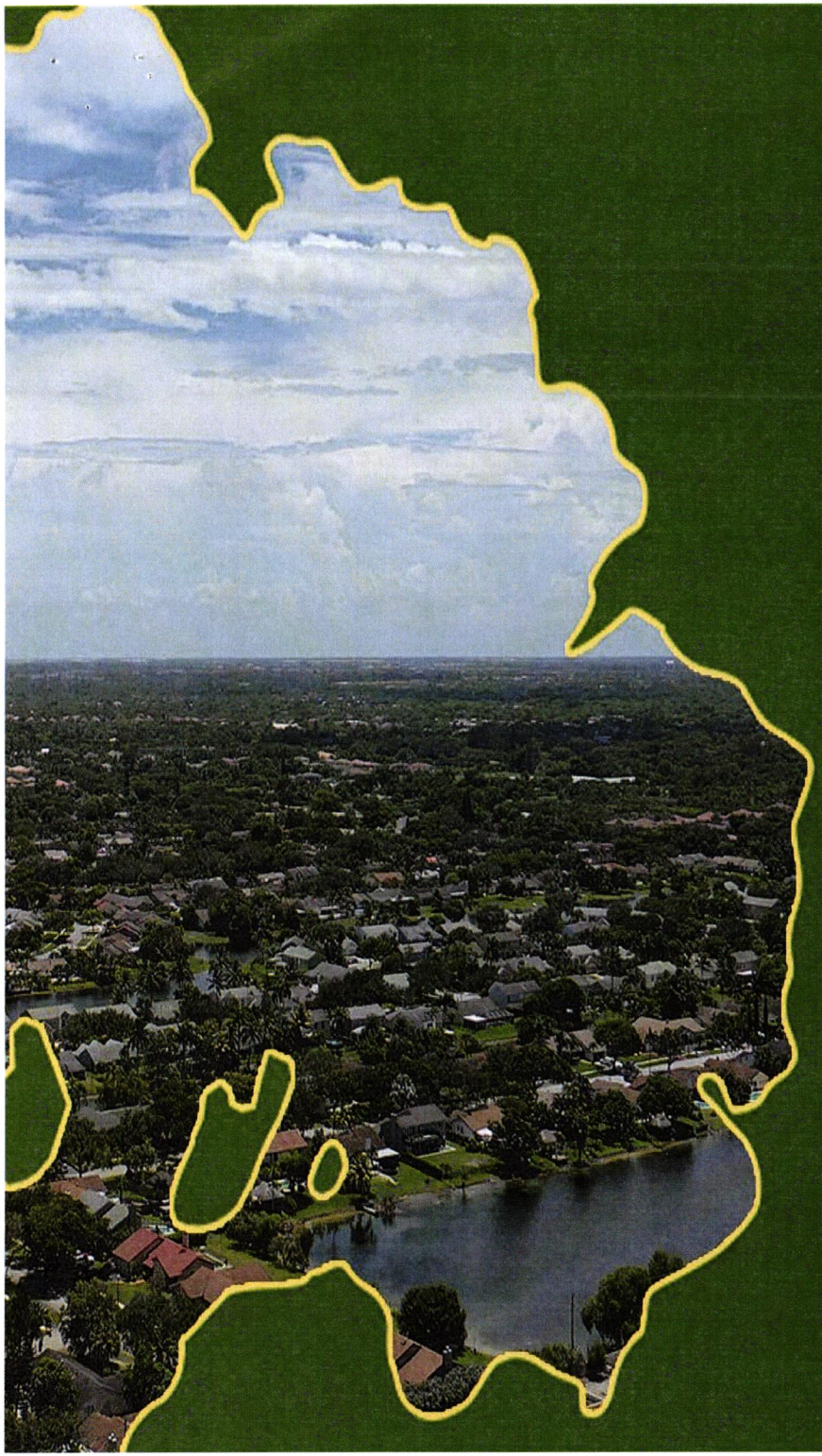
- Budget $10,000,000.00 Est. $8,701,719.24
- Obligated $ 5,336,528.72
- Expended $ 3,696,860.16
- Remaining $ 4,663,471.28

Completed Projects: 30

- Budgeted $6,241,227.08
- Obligated $5,490,797.78
- Expended $4,002,069.27

ARPA Overview

Spending Categories (7)	Original Commission Approved Budget 1/28/22	Budget Amendments	Revised Estimate after Transfer	Expensed or Obligated	Remaining Funds to be Spent as of 6/30/2023	Funds available for Reallocation
Community Accessibility & Connectivity (8/4)	$ 1,163,362.00	$ 7,117.23	$ 1,170,479.23	$ 96,617.23	$ 1,073,862.00	$ 1,810.00
Service Restoration & Continuity (6/6)	$ 1,161,200.00	$ 12,500.00	$ 1,173,700.00	$ 1,054,684.00	$ 119,016.00	$ 119,016.00
Loss Revenue (3/1)	$ 4,792,298.00	$ (1,386,865.02)	$ 3,405,432.98	$ 2,640,922.70	$ 764,510.28	$ 689,733.98
Community Support / Assistance (11/8)	$ 900,800.00	$ 1,208.27	$ 902,008.27	$ 397,537.67	$ 504,470.60	$ 494,247.00
Health & Social Distancing (8/5)	$ 1,809,400.00	$ 242,110.58	$ 2,051,510.58	$ 548,977.62	$ 1,502,532.96	$ 1,442,532.96
Service Enhancements / Efficiencies (13/6)	$ 2,286,829.00	$ 104,759.18	$ 2,391,588.18	$ 1,442,393.11	$ 949,195.07	$ 113,842.50
Water/Sewer/Stormwater/Broadband Investments (6/0)	$ 6,810,000.00	$ (350,000.00)	$ 6,460,000.00	$ 457,704.60	$ 6,002,295.40	$ 50,000.00
Total	$ 18,923,889.00	$ (1,369,169.76)	$ 17,554,719.24	$ 6,638,836.93	$ 10,915,882.31	$ 3,007,18 2.44



Project Sheets Review

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Completed Projects

Project List	Dept.	Original Commission Approved Budget 1/28/22	Net Transfers In / Out to-date	Expensed or Obligated	Remaining Funds to be Spent as of 6/30/2023	Excess Funding Available for Reallocation	% Comp.
Transparency Portal for Budget & Financials	Fin	$50,310		$48,500	$1,810	$1,810	100%
JustFOIA (or similar) Public Records Request solution	CC	$5,000	$4,891	$9,891	$0		100%
Audio/visual Improvements for Chambers	IT	$30,000	$2,725	$32,725	0		100%
QLESS System - Building department queueing system	CD	$6,000	($499)	$5,501	$0		100%
Reinstate furloughed & part-time employees	Fin/Rec	$113,000	$0	$0	$113,000	$113,000	100%
COVID leave - costs reimbursement	Fin	$44,000		$41,484	$2,516	$2,516	100%
Potential premium pay for essential staff	Adm	$50,000		$46,500	$3,500	$3,500	100%
Reimbursement for unemployment insurance	Fin	$4,200		$4,200	$0		100%
BSO - Restoration of Detective (technology)	BSO	$525,000		$525,000	$0		100%
BSO - Restoration of Deputy (traffic)	BSO	$425,000	$12,500	$437,500	$0		100%
Fire Apparatus & City Vehicles	BSOF	$2,665,699		$2,640,923	$24,776		100%
Small Business Grants $215,000	Adm	$300,000		$148,218	$151,782	$151,782	100%
Utility Assistance - residential $244,887	Adm	$200,000		$8,733	$191,267	$191,267	100%
Mortgage Assistance - residential $70,659	Adm	$250,000	($2,500)	$139,341	$108,159	$110,659	100%
Rental Assistance - residential	Adm	$50,000	$2,500	$52,500	0		100%
Potential Non-profit assistance $40,000	Adm	$50,000		$10,000	$40,000	$40,000	100%
Partial funding for Communications Coordinator	Fin	$14,000		$13,461	$539	$539	100%
Partial funding - Quest Corp - Social media /Marketing	Fin	$10,000		$10,000	0		100%
Business Expo and Taste of the City	CD	$11,000	$1,208	$12,208	$0		100%
HVAC Improvements (Police $100,000 & citywide $25,000	PW	$125,000	$206,120	$331,120	0		100%
Pool & Tennis Center Re-Marciting	PW	$75,000	$34,379	$109,379	$0		100%
HYCU Office 365 SAAS Backup	IT	$5,800	$1,612	$7,412	0		100%
Network Switch Replacement	IT	$40,000		$37,967	$2,033	$2,033	100%
On The Spot Cleaning - Fitness Center	Rec	$3,600		$2,995	$605	$605	100%
Desktop Central Cloud	IT	$12,000	$682	$12,682	$0		100%
Cyber Security Infrastructure Monitoring	IT	$100,000	$125,000	$135,678	$89,323	$89,323	100%
Nutanix Cluster	IT	$135,000		$110,480	$24,520	$24,520	100%
Smart Camera Program	BSO	$223,000		$260,750	($37,750)		100%
Real-time Crime Center	BSO	$320,000		$287,519	$32,481		100%
Short Term Rental Software	CD	$10,000		$8,131	$1,869		100%
		$5,852,609.00	$388,618	$5,490,797.78	$750,429.30	$731,553.46	

In Progress Projects (Monies Obligated)

Project List	Dept.	Original Commission Approved Budget 1/28/22	Net Transfers In / **Out** to-date	Expensed or Obligated	Remaining Funds to be Spent as of 6/30/2023	Excess Funding Available for Reallocation	% Comp.
Advisory Board Senior Expo (3 years)	Rec	$12,600		$3,077	$9,523		33%
GIS - community development		$10,000		$10,000	$0		0%
GIS - PW		$10,000		$7,795	$2,205		80%
Automated License Plate Reader Program	BSO	$600,000		$408,802	$191,198		90%
ARPA Administration Costs	Adm	$730,829	($60,923)	$200,556	$469,350		30%
SW 49 St Culvert Replacement	Util	$960,000		$158,320	$801,680		20%
WWTP Effluent Pump & VFD Replacement	Util	$250,000		$126,812	$123,188		25%
Drainage for Bill Lips Sports Complex - STW	PW	$250,000		$172,573	$77,427	$50,000	60%
		$2,823,429.00	($60,923)	$1,087,934.15	$1,674,572.03 $1,674,572.03	$50,000.00	

Projects for Discussion

Project List	Dept.	Original Commission Approved Budget 1/28/22	Net Transfers In / Out to-date	Expensed or Obligated	Remaining Funds to be Spent as of 6/30/2023	Excess Funding Available for Reallocation	% Comp.
Electronic Permitting - Community Development	CD	$884,052			$884,052		20%
Records Management System /Professional Services Misc.	CC	$60,000			$60,000		0%
Wifi at 3 Sports Complex, Memorial Park & dog park	IT	$68,000			$68,000		10%
Contract Service for Digitizing	CD	$60,000			$60,000		25%
Police Start-up		$2,126,599	($1,436,865)		$689,734	$689,734	0%
Admin Costs - Non- ARPA	FIN		$50,000		$50,000		0%
Senior Transportation	Rec	$2,000			$2,000		0%
Economic Development Printing for Marketing	CD	$1,200			$1,200		5%
Renovations for city hall, pool & tennis center, etc.	PW	$1,500,000		$60,105	$1,439,895	$1,439,895	10%
Certified Information Security Officer - remote	IT	$50,000			$50,000		5%
Cybersecurity Pen Test	IT	$10,000			$10,000		5%
Contracts Management Software Implementation	Fin	$20,000	$40,000		$60,000		5%
Sharepoint	IT	$20,000			$20,000		5%
GIS - community development		$10,000		$10,000	$0		0%
Capital Projects Supervisor – contracted	PW	$96,000			$96,000	$96,000	0%
WWTP Headworks Facility (Modify Category)	Util	$5,000,000			$5,000,000		0%
Street Sweeper -	PW	$350,000	($350,000)		$0		5%
		$10,257,851.00	**($1,696,865)**	**$70,105.00**	**$8,490,880.98**	**$2,225,628.98**	
					$8,490,880.98		

Transfers Prior to 6/1/2023 by Finance

Project List	Dept.	Original Commission Approved Budget 1/28/22	Net Transfers In / Out to-date	Expensed or Obligated	Remaining Funds to be Spent as of 6/30/2023	Excess Funding Available for Reallocation
JustFOIA (or similar) Public Records Request solution	CC	$5,000	$4,891	$9,891	$0	
Audio/visual Improvements for Chambers	IT	$30,000	$2,725	$32,725	0	
QLESS System - Building department queueing system	CD	$6,000	($499)	$5,501	$0	
BSO - Restoration of Deputy (traffic)	BSO	$425,000	$12,500	$437,500	$0	
Police Start-up		$2,126,599	($1,436,865)		$689,734	$689,734
Admin Costs - Non- ARPA	FIN		$50,000		$50,000	
Mortgage Assistance - residential $70,659	Adm	$250,000	($2,500)	$139,341	$108,159	$110,659
Rental Assistance - residential	Adm	$50,000	$2,500	$52,500	0	
Business Expo and Taste of the City	CD	$11,000	$1,208	$12,208	$0	
HVAC Improvements (Police $100,000 & citywide $25,00	PW	$125,000	$206,120	$331,120	0	
Pool & Tennis Center Re-Marciting	PW	$75,000	$34,379	$109,379	$0	
HYCU Office 365 SAAS Backup	IT	$5,800	$1,612	$7,412	0	
Contracts Management Software Implementation	Fin	$20,000	$40,000		$60,000	
Sharepoint	IT	$20,000			$20,000	
Desktop Central Cloud	IT	$12,000	$682	$12,682	$0	
Cyber Security Infrastructure Monitoring	IT	$100,000	$125,000	$135,678	$89,323	$89,323
ARPA Administration Costs	Adm	$730,829	($60,923)	$200,556	$469,350	
Street Sweeper - Canced	PW	$350,000	($350,000)		$0	
		$4,342,228.00	($1,369,170)	$1,486,492.18	$1,486,566.06	$889,715.48

Forthcoming New Transfers

Project List	Dept.	Original Commission Approved Budget 1/28/22	Net Transfers In / Out to-date	Expensed or Obligated	Remaining Funds to be Spent as of 6/30/2023	Excess Funding Available for Reallocation	% Comp.
Smart Camera Program	BSO	$223,000		$260,750	($37,750)		100%
		$223,000.00	$0.00	$260,750.44	($37,750.44)	$0.00	

Recommended Transfer

From		Bugeted Amount	Previous Used	New Transfer In/Out	Remaining Funds		
Police Start-up	BSO	$2,126,599	($1,436,865)	($37,750)	$651,984		0%
To							
Smart Camera Program	BSO	$223,000	($260,750)	$37,750	$0		100%

Police Startup Reconciliation

Beginning estimate from "Exhibit A"	$	2,126,599.00
Initialsubtraction to tie to 2nd tranch	$	(1,268,329.00)
Addition to account for Street Sweeper	$	310,000.00
Addition to account for Interest Income	$	84,746.00
Subtraction to account for Transfer to CIP	$	(350,000.00)
FY 23 Original Budget	**$**	**903,016.00**
Budget Amendment 9743 Police HVAC	$	(196,245.00)
Budget Amendment 9767 PublicRecords Request SW	$	(4,891.00)
Budget Amendment 10178 Police HVAC Permit Fees	$	(9,874.88)
Budget Amendment 10260 Mute Light Cambers Audio	$	(648.28)
Budget Amendment 10335 Fund Marginally over-budget ARPA Projects	$	(682.00)
Budget Amendment 10335 Fund Marginally over-budget ARPA Projects	$	(608.94)
Budget Amendment 10335 Fund Marginally over-budget ARPA Projects	$	(331.92)
FY 23 Amended Budget	**$**	**689,733.98**

WEBVTT

1

00:00:00.000 --> 00:00:01.160

Cooper City Hall: And

2

00:00:01.890 --> 00:00:12.159

Cooper City Hall: I don't want to be sitting in the house all day doing nothing. Hudson practices about 15 h a week alongside his coach and constant motivator, Didier Lugo at Nova

3

00:00:14.940 --> 00:00:16.190

Cooper City Hall: to the flag.

4

00:00:20.350 --> 00:00:23.710

Cooper City Hall: One nation, under God, can what

5

00:00:26.240 --> 00:00:27.360

Cooper City Hall: call please

6

00:00:29.710 --> 00:00:32.520

Cooper City Hall: Commissioner, Melody Commissioner, Cash

7

00:00:32.729 --> 00:00:36.539

Cooper City Hall: Commissioner. Commissioner Green, Mayor Ross

8

00:00:37.750 --> 00:00:39.130

Cooper City Hall: at this time.

9

00:00:39.500 --> 00:00:44.360

Cooper City Hall: and one on virtual.

10

00:00:44.660 --> 00:00:45.710

Cooper City Hall: We have

11

00:00:46.060 --> 00:00:48.800

Cooper City Hall: John Perez. Now we're

12

00:00:49.160 --> 00:00:53.070

Cooper City Hall: expert. If you will give our presentation.

13

00:00:55.070 --> 00:00:57.999

Cooper City Hall: you want me to start the plan, or are you. Gonna

14

00:00:58.160 --> 00:01:01.469

Cooper City Hall: I need you in the mic. You want to start right?

15

00:01:02.220 --> 00:01:12.500

Cooper City Hall: sure, I'll go ahead, John. Just maybe briefly. And and John will dive right in, because we want to be respectful of of the Mayor and Commission's time

16

00:01:12.650 --> 00:01:42.430

Cooper City Hall: before our 6 30 Commission meeting. We will also have Matt Hansen joining us from with O'brien. They're the group that we've been coordinating with some on the big picture. And so that first slide we will come back to the Arpa compliance and allow ability changes that really will help to share. Just kind of the big picture of Arpa. And what's changed since frankly the original discussions from

17

00:01:42.430 --> 00:02:00.119

Cooper City Hall: from the Commission. back when the money's first flowed in. But for now We'll go ahead and move to to John and his presentation this evening. In particular we're going to spend. I want to spend most of our time together.

18

00:02:00.230 --> 00:02:23.499

Cooper City Hall: giving a very clear and transparent picture of where we are today. With Arpa. It's been probably a year and a half or so since staff has been back in in front of the Commission. Obviously, there's been staffing changes. And so hopefully, this will be an opportunity. And you'll see, as we work through it, to really focus on the projects. We've completed.

19

00:02:23.500 --> 00:02:36.310

Cooper City Hall: the projects that are in progress now and then, what I'll call third area kind of projects for discussion. And so, without further ado. I'll pass it off to Mr. Perez and let John take over

20

00:02:36.330 --> 00:02:41.020

Cooper City Hall: John, if you want to start on, exhibit a page, and we'll move from there.

21

00:02:41.180 --> 00:02:49.350

Cooper City Hall: and we're going to be working with where we were when you approve this in January of 22.

22

00:02:49.410 --> 00:02:53.289

Cooper City Hall: Here we have the 2 tranches, the initial estimates

23

00:02:54.980 --> 00:03:05.610

Cooper City Hall: and the distribution of what we were rewarded. When we did the initial estimates of the projects that were so selected, we were a million above

24

00:03:05.690 --> 00:03:14.169

Cooper City Hall: in the funding so that we would make sure that we had enough money. If we go to the next page, it'll give us an idea of where we're at today

25

00:03:15.320 --> 00:03:20.849

Cooper City Hall: we have the I've been controlling. The project under 2 basis is the lost revenue.

26

00:03:21.760 --> 00:03:30.830

Cooper City Hall: the base projects that are outside of the lost revenue which require. Let's hold up 1 min, John. They're not quote up to you as yet, so the people can't see it.

27

00:03:30.980 --> 00:03:40.450

Cooper City Hall: I don't know who's running it. But you you've yet to put up. Exhibit A, and we're all ready at the program statistics.

28

00:03:51.570 --> 00:03:54.550

Cooper City Hall: and you can try the space bar on the laptop to John.

29

00:04:00.370 --> 00:04:05.250

Cooper City Hall: there we go way ahead. How do we get back?

30

00:04:06.180 --> 00:04:10.959

Cooper City Hall: Arrow? Back? There you go. Perfect. Okay?

31

00:04:11.520 --> 00:04:14.320

Cooper City Hall: And my apologies to having interrupt me.

32

00:04:15.280 --> 00:04:22.380

Cooper City Hall: Okay, these are the 2 tranches that we received 88,000,006, 9, 65, 280

33

00:04:22.480 --> 00:04:29.329

Cooper City Hall: in 2 tranches. totaling 17,000,930 56.

34

00:04:30.730 --> 00:04:33.769

Cooper City Hall: We came up with a

35

00:04:34.290 --> 00:04:39.639

Cooper City Hall: exhibit a list of projects which we will be going over everyone individually.

36

00:04:39.930 --> 00:04:42.769

Cooper City Hall: and I'll be showing where we were in the beginning.

37

00:04:42.810 --> 00:04:46.150

Cooper City Hall: as you approved and where we're at today.

38

00:04:49.110 --> 00:04:50.629

Cooper City Hall: and we go to the next page.

39

00:04:53.350 --> 00:04:54.560

Cooper City Hall: Any questions?

40

00:04:54.920 --> 00:05:01.499

Cooper City Hall: Oh, keep keep going. Okay. Cause the AR. But statistics where we're at an overall picture here.

41

00:05:02.700 --> 00:05:08.479

Cooper City Hall: We've broken it up into the lost revenue, which is a 10 million dollar bucket that we have.

42

00:05:08.630 --> 00:05:19.829

Cooper City Hall: and the base projects which are the ones we're maybe reporting in more detail. we had an an initial.

43

00:05:20.010 --> 00:05:22.469

Cooper City Hall: The the the

44

00:05:22.670 --> 00:05:24.590

Cooper City Hall: allocated money to that

45

00:05:25.090 --> 00:05:30.339

Cooper City Hall: budget is 7,000,900 $3,560,

46

00:05:31.130 --> 00:05:39.450

Cooper City Hall: plus the 10 million that's in lost revenue. Add up to our total awarded amount. We've obligated the

47

00:05:39.590 --> 00:05:45.820

Cooper City Hall: projects under 7 million. 1,000,302, 321,

48

00:05:45.880 --> 00:05:55.869

Cooper City Hall: and expended $1,100,215 and 51 cents. We have remaining to expand in that category

49

00:05:55.950 --> 00:06:13.180

Cooper City Hall: $6,628,251 or 9 cents. These are the capital projects. And that's why we're a little not showing we are working on those projects. They're either in design, there is there, or or in preparation of the Rfps.

50

00:06:13.230 --> 00:06:23.200

Cooper City Hall: And so we should be catching up with those funds in a and then in the near future, before the the end of next year, we have that obligated.

51

00:06:24.080 --> 00:06:27.760

Cooper City Hall: as far as the revenue replacement, the lost revenue.

52

00:06:27.930 --> 00:06:40.949

Cooper City Hall: We have obligated 5,336,528 of of those funds and expanded 3,000,660,

53

00:06:41.540 --> 00:06:47.049

Cooper City Hall: the rest is still pending. To be spent, it is obligated, it must be spent.

54

00:06:48.180 --> 00:06:51.390

Cooper City Hall: Now completed projects. We have 30 of those

55

00:06:51.430 --> 00:07:03.160

Cooper City Hall: which are 28 of the lost revenue and 2 of the completed projects in the ones that are in the reporting area. Those projects happen to be the the

56

00:07:04.310 --> 00:07:11.780

Cooper City Hall: real time Crime Center and the cameras which the police has moved very rapidly on.

57

00:07:12.130 --> 00:07:13.650

Cooper City Hall: we have

58

00:07:14.400 --> 00:07:29.459

Cooper City Hall: of the 30 completed projects. Their original budget was 6,000,250, $41 to $6,241,277. We've obligated

59

00:07:30.160 --> 00:07:35.869

Cooper City Hall: 5,000,497 97, and we have expanded 4 million.

60

00:07:35.900 --> 00:07:42.429

Cooper City Hall: $2,069 and 27 cents. Those those are

61

00:07:42.470 --> 00:07:45.339

Cooper City Hall: funds that will be spent in the next couple of months.

62

00:07:47.170 --> 00:07:59.829

Cooper City Hall: and we'll be adding more completed projects as we proceed. So where do we stand right now? As far as our we had an original award of $17,930,560,

63

00:08:00.000 --> 00:08:15.570

Cooper City Hall: which we had initially estimated. The projects that we were we going to be performing for that were approved by you? They were going to cost us $18,923,889.

64

00:08:16.790 --> 00:08:20.580

Cooper City Hall: The revised estimates that we have now.

65

00:08:20.780 --> 00:08:31.540

Cooper City Hall: taking into consideration the completed projects and and the other the projects that have been performed above. We have

66

00:08:32.179 --> 00:08:38.490

Cooper City Hall: 17,000,005, 54, 7, 1, 9. That's a revised budget.

67

00:08:39.630 --> 00:08:40.580

Cooper City Hall: But

68

00:08:41.020 --> 00:08:52.579

Cooper City Hall: and we've obligated 6,638,836, 93, and we've expanded 400079707567.

69

00:08:55.170 --> 00:09:01.099

Cooper City Hall: What we need to spend to to to reach the awarded

70

00:09:01.150 --> 00:09:15.920

Cooper City Hall: amount is 11,000,291, 7, 2,307. That's what we need to commit and spend in the next at least obligate in the next year, and spend in the next 3.

71

00:09:19.390 --> 00:09:23.929

Cooper City Hall: We have completed 30 of the 54 projects.

72

00:09:24.690 --> 00:09:28.340

Cooper City Hall: and that's where we stand as of 6, 30,

73

00:09:29.470 --> 00:09:30.590

Cooper City Hall: 23.

74

00:09:36.290 --> 00:09:39.550

Cooper City Hall: This is an overview by the different categories

75

00:09:41.350 --> 00:09:55.229

Cooper City Hall: on the left side you have the original Commission approved Budget. That was on 128. You have various budget amendments or amounts in and out. That's in the second column.

76

00:09:56.040 --> 00:09:58.349

Cooper City Hall: and you have a revised.

77

00:10:00.010 --> 00:10:02.860

Cooper City Hall: revised after the transfer amount.

78

00:10:02.920 --> 00:10:13.309

Cooper City Hall: and then the expanded or obligated amounts which left us with our remaining budgets. and in the last column are funds available for reallocation.

79

00:10:14.170 --> 00:10:16.820

Cooper City Hall: Oh, those funds are based on

80

00:10:16.940 --> 00:10:18.700

Cooper City Hall: projects that are completed.

81

00:10:20.470 --> 00:10:24.740

Cooper City Hall: and we're under budget. In the most part.

82

00:10:35.200 --> 00:10:38.110

Cooper City Hall: any comments before we move on.

83

00:10:42.210 --> 00:10:44.879

Cooper City Hall: Okay. project sheets.

84

00:10:48.760 --> 00:10:57.650

Cooper City Hall: The first project sheet is the completed projects, the 30 completed projects that we that and you can see. Yeah.

85

00:10:58.680 --> 00:11:02.449

Cooper City Hall: the initial commission approved the value.

86

00:11:03.570 --> 00:11:07.390

Cooper City Hall: the amount in and out the obligations.

87

00:11:10.550 --> 00:11:11.980

Cooper City Hall: One more. If you would

88

00:11:12.320 --> 00:11:12.990

thank you.

89

00:11:17.510 --> 00:11:19.820

Cooper City Hall: He doesn't go any further on mine, either.

90

00:11:29.510 --> 00:11:32.739

Cooper City Hall: Oh, you have to come out of it, and then go

91

00:11:32.890 --> 00:11:33.840

Cooper City Hall: back in.

92

00:11:57.580 --> 00:12:00.100

Cooper City Hall: These are the 30 projects

93

00:12:01.260 --> 00:12:04.170

Cooper City Hall: that have been completed.

94

00:12:09.710 --> 00:12:12.360

Cooper City Hall: John, do you want to just step down for those? Briefly.

95

00:12:14.280 --> 00:12:20.760

Cooper City Hall: okay, the first project is the transparency portal for the budget finance. It's

96

00:12:21.260 --> 00:12:34.679

Cooper City Hall: was initially estimated to cost 50,310, and we were able to contract it for 48 million by $48,500.

97

00:12:34.870 --> 00:12:36.910

Cooper City Hall: If that's completed, where?

98

00:12:39.140 --> 00:12:40.560

Cooper City Hall: How do you access it?

99

00:12:42.480 --> 00:12:45.249

Cooper City Hall: The transparency portal is where you put

100

00:12:45.670 --> 00:12:51.670

Cooper City Hall: basically your finances, online and residents can go online and see like the finances. So

101

00:12:53.110 --> 00:12:55.689

Cooper City Hall: it's maybe not for you. There's an it question.

102

00:12:56.270 --> 00:12:59.029

Cooper City Hall: Maybe we can be transparent on how you

103

00:13:02.800 --> 00:13:16.239

Cooper City Hall: is it done? Yeah, John, so so the question is, you know, how how would the public access that I don't know who you are, who we were working with related to the transparency portal. Is that finance that's in finance with the

104

00:13:17.410 --> 00:13:19.410

Cooper City Hall: the director, and then

105

00:13:20.010 --> 00:13:25.250

Cooper City Hall: they they have been taking care of that I

106

00:13:25.570 --> 00:13:37.229

Cooper City Hall: do not know I can get back to you on how you can, but it's it is. It has been. It has been purchased. It's been. It's been with them for over

107

00:13:37.660 --> 00:13:39.639

Cooper City Hall: my 6 months.

108

00:13:40.190 --> 00:13:52.700

Cooper City Hall: Mr. Schrodder, I'll make a note and follow up with Miss Hayes. Things are related to that. The second project is the public records request a solution

109

00:13:53.130 --> 00:13:55.050

Cooper City Hall: which is with Tedra.

110

00:13:57.210 --> 00:13:59.909

Cooper City Hall: and it has that been implemented? Yes.

111

00:13:59.950 --> 00:14:04.759

Cooper City Hall: okay. I'm just let everybody know.

112

00:14:04.850 --> 00:14:13.639

Cooper City Hall: On the third one. I'll ask you a question on this and this is. if you know, you probably don't know. I know that we were going to purchase

113

00:14:13.840 --> 00:14:24.390

Cooper City Hall: equipment for here. and then I think we got the wrong equipment. I'm going back to Joe telling me kind of something, and then I know I know we saw these little microphones yesterday. So

114

00:14:24.930 --> 00:14:28.320

Cooper City Hall: yeah, we we we we initially had

115

00:14:28.380 --> 00:14:45.629

Cooper City Hall: different different look. The little mics were different ones, and we had them changed out at no cost to us, and we did change some equipment on, on that we are waiting for one little piece left, which is the mute light, and which will be in the back of the room.

116

00:14:45.690 --> 00:14:48.119

Cooper City Hall: you like a clock.

117

00:14:48.990 --> 00:14:52.109

Cooper City Hall: It would be somewhere around there

118

00:14:52.120 --> 00:14:55.839

Cooper City Hall: a light which will show, and all when all likes are muted.

119

00:14:56.320 --> 00:14:57.939

Cooper City Hall: Oh, that' be awesome!

120

00:14:58.150 --> 00:15:06.010

Cooper City Hall: And so I was in jail, and maybe tell you, my, is it just them those microphones we're getting? Or we were they going to do something with

121

00:15:06.370 --> 00:15:07.430

Cooper City Hall: did you?

122

00:15:07.440 --> 00:15:20.449

Cooper City Hall: The Ftr recorder that was also updated?

123

00:15:31.430 --> 00:15:49.009

Cooper City Hall: I thought it was defined. Yeah, she she can control everything from there from, and the and the marriage computer. Her laptop will also be in her of her. So the question I have are the mics to be

124

00:15:49.160 --> 00:15:54.159

Cooper City Hall: is that a new might? Yes, and that's the one that's

125

00:15:54.540 --> 00:15:58.170

Cooper City Hall: we have quite a few. We have a couple of bills, and we have.

126

00:15:58.900 --> 00:16:04.540

Cooper City Hall: We have a couple of those, and we have the wireless ones that were on the table.

127

00:16:04.730 --> 00:16:18.879

Cooper City Hall: But I'm looking at John, and he's leaning over to speak into it.

128

00:16:18.960 --> 00:16:30.359

Cooper City Hall: I don't think those those are the old ones, I believe. Yes, so those are no good. So this my question is, do you think we can get a longer neck. We can talk to them about that.

129

00:16:30.570 --> 00:16:32.460

Cooper City Hall: I'll do that. Thank you.

130

00:16:32.740 --> 00:16:38.040

Cooper City Hall: Okay, or or at least connected.

131

00:16:38.060 --> 00:16:44.589

Cooper City Hall: These are all wireless. It's just yeah. That's not, Caddy, but it did not. Every with this one.

132

00:16:45.150 --> 00:16:46.180

Cooper City Hall: This is better.

133

00:16:47.640 --> 00:16:54.890

Cooper City Hall: Keep talking. Hello! 1, 2, 3! But she she's doing it now. So now it is better.

134

00:16:54.970 --> 00:17:15.120

Cooper City Hall: I think it's great. Yeah, okay, I know it sounds trivial. But we've had microphone problems for many years. Yeah, what can what happens if these walk off the premises. Are they to make that strange noise like the restaurants beepers do if you walk outside the restaurant

135

00:17:15.450 --> 00:17:21.410

Cooper City Hall: inadvertently taken home, Jonathan.

136

00:17:22.530 --> 00:17:34.370

Cooper City Hall: just from an asset management standpoint. So if if they were to walk out of here it wouldn't work. So it it, because they only work off whatever access points we have here, and it's tied to our network.

137

00:17:34.390 --> 00:17:53.180

Cooper City Hall: So outside of your and are they Battery Run? Yes, they have. Do. We have additional batteries at all time. No, they they don't they? They have an internal battery, though. they we we tested about yesterday we definitely pushed their limits yesterday was they run about 9 h.

138

00:17:53.250 --> 00:17:55.940

Cooper City Hall: Well, the meeting running. So that's a good thing, right?

139

00:17:56.120 --> 00:18:14.959

Cooper City Hall: So we have a a charging port that we can put there like if we have a long meeting via meetings that have until 30'clock in the morning, so is it possible there's charging for that? It can dock or no no. Once once it gets charged, it turns off. So once it gets off the targeting station, it's automatically on the whole time.

140

00:18:14.960 --> 00:18:30.929

Cooper City Hall: and it's running for 9 h until it's stocked again. So yesterday, what I did was, I had 3. We have a total of 11, and I. We had 8 out here, so I had some already charged, so I was planning on grabbing. If we ran a little longer I was going to grab some, put it back to try to put out the new ones and just recycle

141

00:18:31.270 --> 00:18:38.360

Cooper City Hall: it. It it fully charges in 2 h. Alright, thank you. If you will continue. hey?

142

00:18:39.410 --> 00:18:45.070

Cooper City Hall: The Achilles system is the system that they use over in the building department. That's up and running

143

00:18:46.920 --> 00:18:53.750

Cooper City Hall: the reinstated for low and part time employees. We did not suspend any of that money, you can use it.

144

00:18:55.260 --> 00:19:04.810

Cooper City Hall: Covid lead. There was 44,000 assigned, and we did use 41,400 eight-hour

145

00:19:07.990 --> 00:19:14.099

Cooper City Hall: premium bay. Those 50,000 will we use $46,500?

146

00:19:15.050 --> 00:19:18.360

Cooper City Hall: And what? Yeah, go ahead.

147

00:19:18.710 --> 00:19:22.280

Cooper City Hall: Can you explain the premium pay for essential staff?

148

00:19:23.360 --> 00:19:29.580

Cooper City Hall: I can't explain it out that that was expanded before I believe it went for a certain management.

149

00:19:35.140 --> 00:19:38.680

Cooper City Hall: You you're not sure who it was, because I was just curious.

150

00:19:38.880 --> 00:19:57.159

Cooper City Hall: Well, just the way it's worded, you know. Premium pay for essential staff, Commissioner Melody, if I might interject that that is not that is not Cooper City's wording that's related to this funding correct, and that was an eligible expense at the time, and to be able to use it for premium pay for essential staff.

151

00:19:57.200 --> 00:20:04.830

Cooper City Hall: Correct? And do you know what the essential I'm assuming you'd be like city manager, city clerk? Or is that because

152

00:20:05.000 --> 00:20:17.259

Cooper City Hall: for Td. Or I mean, this is during Covid. So yeah, we can get clarification, John, if you wouldn't mind following up on that. I think Stacey Weiss, from our the director, may have our answer.

153

00:20:17.550 --> 00:20:43.000

Cooper City Hall: I would she have it not. They are for director. I think the question is, she has answered yes, and I believe some other department heads here can also support it as well. if you're a full time employee and you worked during the time of Covid, 2 distributions, etc. You received a flat rate, and if you were a part time employee received a one-time plot payment as well. We were all deemed essential employees at the time given the workload that we were performing.

154

00:20:44.230 --> 00:20:49.320

Cooper City Hall: I know the times of the essence, so keep that in mind. Please continue

155

00:20:49.910 --> 00:21:05.560

Cooper City Hall: reimbursement of unemployment insurance instead of having them read them to us. Maybe we should just ask, and that's that's fair enough. If you take a look through them. Does anyone here have any questions on any one of them, and we'll go by different Commissioners. Commissioner Green, do you have any questions on

156

00:21:05.570 --> 00:21:06.589

Cooper City Hall: any one over?

157

00:21:09.420 --> 00:21:13.490

Cooper City Hall: No, actually. yes.

158

00:21:17.270 --> 00:21:22.810

Cooper City Hall: no. I'm sorry. That's the crime prevention, the Crime Center. Never mind, I'm looking at the bottom, the the last.

159

00:21:22.860 --> 00:21:31.270

Cooper City Hall: the bottom 3 over the bottom, 2 out of 3, and I believe that was a part of the yeah, never mind.

160

00:21:31.290 --> 00:21:39.260

Cooper City Hall: Thank you, Commissioner. Yes, Let me start with small business grants the amount of money we have left on that

161

00:21:39.550 --> 00:21:46.850

Cooper City Hall: the 1 51 I'm just going to bring up now. I thought that could be used with

162

00:21:47.010 --> 00:21:49.519

Cooper City Hall: the nonprofit one which we have

163

00:21:50.180 --> 00:22:11.319

Cooper City Hall: the nonprofit has $40,000 to the main. The item I was one to discuss with this H. Of a is being able to apply for cameras. Yeah, cameras. I wanted that come from those funding to like the that we're left over. But I thought it was more. There was like 2 to 300,000 or something. We said potentially last time.

164

00:22:11.790 --> 00:22:20.850

Cooper City Hall: okay, just mental note. That's what I was. I was referencing. okay, the

165

00:22:21.340 --> 00:22:29.090

Cooper City Hall: the thing. With the that the deputies that were restored. I I thought that was that came from

166

00:22:29.220 --> 00:22:34.919

Cooper City Hall: the category where you bring back which categories that for load people.

167

00:22:36.230 --> 00:22:39.980

Cooper City Hall: You know what I'm talking about. You can going back late off people. Well.

168

00:22:39.990 --> 00:22:56.519

Cooper City Hall: it's one down. We didn't come from that category. But no money is we spent on that which category comes. No, that that has been, that has been obligated, the full amount of that has been obligated, and we have spent 1 one year and we have 2 more to go. Yeah, I guess my question is, what category did they come out of

169

00:22:57.840 --> 00:23:03.550

Cooper City Hall: it was, it came out of the original tranches that we got, and we assigned funds to it

170

00:23:04.860 --> 00:23:11.210

Cooper City Hall: from the from the original. Okay. So when when we.

171

00:23:12.580 --> 00:23:16.980

Cooper City Hall: when you jump over. you will be jumping over. Now, what do you want to say? Okay.

172

00:23:17.330 --> 00:23:20.430

Cooper City Hall: then, then I then, now I have no.

173

00:23:23.660 --> 00:23:27.570

Cooper City Hall: and I don't have any questions. So let's move on, John. Okay.

174

00:23:28.640 --> 00:23:36.350

Cooper City Hall: follow this next page, please. I cracked myself up. I'm sorry

175

00:23:37.500 --> 00:23:38.810

Cooper City Hall: these are

176

00:23:38.940 --> 00:23:42.959

Cooper City Hall: projects in progress that have monies obligated.

177

00:23:47.200 --> 00:23:53.600

Cooper City Hall: Yes. quick, the culvert.

178

00:23:53.700 --> 00:23:59.870

Cooper City Hall: Now we have other funds that were given to that. So we we have a different number.

179

00:24:01.860 --> 00:24:09.270

Cooper City Hall: Yes, we were given another 450 million, about $450,000 from the State.

180

00:24:09.280 --> 00:24:14.180

Cooper City Hall: and the 2 will be paying whatever the final cost is

181

00:24:14.660 --> 00:24:21.909

Cooper City Hall: so this number will change, or you've already changed it

182

00:24:22.090 --> 00:24:23.600

Cooper City Hall: and our estimates.

183

00:24:23.830 --> 00:24:35.550

Cooper City Hall: So we'll need this money plus the grant money that we've recently acquired towards the project. The the estimate right now is around a million, 2,000,003.

184

00:24:35.600 --> 00:24:37.950

Cooper City Hall: Okay, so we would need more money.

185

00:24:42.170 --> 00:24:45.960

Cooper City Hall: And just to add on to. That is the 158 for the rendering.

186

00:24:46.400 --> 00:24:49.049

Cooper City Hall: We've already spent money on the covert.

187

00:24:49.290 --> 00:24:56.140

Cooper City Hall: Is that okay? So we spent for 158, and then we have 801 plus 450,000.

188

00:24:56.350 --> 00:25:04.400

Cooper City Hall: Well, on a different 50 plus 100. I mean to do the project. Yeah, we have 4, 50, plus 100. And

189

00:25:06.070 --> 00:25:11.459

Cooper City Hall: what was the original 100 twenty-. So it's 4, 50, plus 125,

190

00:25:12.690 --> 00:25:15.090

Cooper City Hall: 5, 75, right

191

00:25:15.740 --> 00:25:24.350

Cooper City Hall: we we had. We had a first award of that which was 125,

192

00:25:24.630 --> 00:25:28.230

Cooper City Hall: and then we got next year for 50. That's in progress. Now, right?

193

00:25:30.020 --> 00:25:34.490

Cooper City Hall: We have over 1.3 million for this project. That's accurate. Okay.

194

00:25:35.980 --> 00:25:37.699

Cooper City Hall: so there should be money coming back.

195

00:25:37.740 --> 00:25:48.180

Cooper City Hall: But we we we? We? We hope that will be money coming back, maybe, but it depends on the construction pricing and what we're we're at when we go out to bed.

196

00:25:48.390 --> 00:25:50.459

Cooper City Hall: Let me ask this higher level, cool.

197

00:25:50.530 --> 00:25:53.659

Cooper City Hall: higher, level questions that the manager lights the higher little ones.

198

00:25:54.280 --> 00:25:55.100

Cooper City Hall: What

199

00:25:55.290 --> 00:25:58.549

Cooper City Hall: the numbers seem to have changed

200

00:25:59.110 --> 00:26:03.259

Cooper City Hall: versus what was the last approved in the budget.

201

00:26:03.620 --> 00:26:05.839

Cooper City Hall: And so I guess.

202

00:26:06.260 --> 00:26:07.630

Cooper City Hall: how do we?

203

00:26:08.630 --> 00:26:21.670

Cooper City Hall: When you say numbers of change which numbers are, you say I'll give you a perfect example. Last budget that was proved had please start up at 903,000, these say 600 and something.

204

00:26:21.720 --> 00:26:28.360

Cooper City Hall: So where was the embezzlement of 300,000 out of that category. they

205

00:26:28.470 --> 00:26:44.540

Cooper City Hall: at least start up. And why you're looking at the but you're looking at the police startup for another. Let me hand out an invention. I guess the question be, Jacob, all good. Can't let me let me, John. Just before we do that, I I, Commissioner? I am in to interrupt you.

206

00:26:44.850 --> 00:26:46.670

Cooper City Hall: we we definitely

207

00:26:46.950 --> 00:27:15.390

Cooper City Hall: are you talking about related to the police startup? Right? Well, yeah. What what I like to do is like procedurely. We we adopted something. Yes, and then, like these things that evolve definitely. And so I like to look from adopted to what you're yes, and and I was going to say, we'll start to

walk through those, I I guess, just briefly on the in progress projects. Are there any additional question. No, not my important. My, the numbers change so. Yes, I feel as if somebody

208

00:27:15.390 --> 00:27:24.570

Cooper City Hall: changed what we adopted, and if Commissioner will touch on that definitely the largest. you know. If you look at that net transfers in and out to date.

209

00:27:24.600 --> 00:27:31.130

Cooper City Hall: that that is the column that references, if there have been changes, so you'll see in progress

210

00:27:32.190 --> 00:27:49.280

Cooper City Hall: projects, money obligated. There's one item, the 60,000. If you go to the next page. So let me let me ask you. I'm not fast, so I have to take me slow, and this would be for the attorney. Can the adopted numbers change without

211

00:27:49.830 --> 00:27:51.509

Cooper City Hall: the approval of.

212

00:27:51.920 --> 00:27:53.580

Cooper City Hall: and another adoption.

213

00:27:53.700 --> 00:28:03.119

Cooper City Hall: and and, Jacob, if I could. Just for a second I and Commissioner, I think we we have 1 one of the pages we want to show you, after the projects for discussion

214

00:28:03.240 --> 00:28:12.339

definitely speaks to, there are a number of you. You'll find a separate sheet mentioned transfers prior to 6 to 123 by finance

215

00:28:12.480 --> 00:28:32.810

Cooper City Hall: there was activity. It's in. It's in that packet as well. So we're we're going to step through that as well. I don't. I don't want to sidest up your question, but I want to make sure we address it. And to your point. I think it's we want to have that discussion. But if we could just work through these these other couple of sheets and and we'll work through those details as well.

216

00:28:33.070 --> 00:28:34.699

Cooper City Hall: if that's acceptable.

217

00:28:35.040 --> 00:28:37.340

Cooper City Hall: Yeah, I can wait. I

218

00:28:38.700 --> 00:28:39.769

Cooper City Hall: finish up, John.

219

00:28:40.050 --> 00:28:43.890

Cooper City Hall: Okay, any more questions on the in progress projects

220

00:28:43.980 --> 00:28:46.249

Cooper City Hall: Commission Green. Any?

221

00:28:47.170 --> 00:28:52.799

Cooper City Hall: No, I'm good. I'm on the in progress projects. Do you have any questions to my time? No.

222

00:28:53.310 --> 00:29:00.200

Cooper City Hall: we're still on the in progress projects. I'm still 2 pages ahead behind. If of your question.

223

00:29:00.770 --> 00:29:02.600

Cooper City Hall: Commissioner Katzman

224

00:29:05.880 --> 00:29:08.940

Cooper City Hall: in progress projects. Commissioner.

225

00:29:09.200 --> 00:29:12.669

Cooper City Hall: Move on to the projects for discussion. John, please. Okay.

226

00:29:20.540 --> 00:29:27.760

Cooper City Hall: okay. These are projects for discussion. They are in progress, many of them. Some of them have not started.

227

00:29:28.570 --> 00:29:33.770

Cooper City Hall: and some have started. As you can see, there's a couple that to have some obligations.

228

00:29:33.840 --> 00:29:39.589

Cooper City Hall: but there they are in. I have a question on this Category.

229

00:29:40.010 --> 00:29:41.150

Cooper City Hall: Commissioner Melody

230

00:29:41.560 --> 00:29:44.820

Cooper City Hall: Commissioner, where I should let him finish. Please

231

00:29:45.410 --> 00:29:46.280

Cooper City Hall: go ahead.

232

00:29:48.680 --> 00:29:54.360

Cooper City Hall: So the as as I was saying, these are projects that I have

233

00:29:54.440 --> 00:29:58.740

Cooper City Hall: that are in progress that have not all started spending month.

234

00:30:00.610 --> 00:30:06.480

Cooper City Hall: So I guess my question then would be, I like an yes. But what what are the if

235

00:30:07.030 --> 00:30:20.200

Cooper City Hall: if the projects are up the discussion, what are we discussing other than they are in progress? Certainly, Mayor, if I might just add for context, as related to John. So the these are the projects, as you can see.

236

00:30:20.230 --> 00:30:45.149

Cooper City Hall: we've not had a lot of activity on. Oh, you know, there are a couple of items. for particularly, for example, electronic permitting a Carlos and them have done a lot of the leg work. But we're still basically, that step is through the Rfp process. So there's really it's it's still an open item that one's a frankly well, I'll also mention Carlos has been looking at

237

00:30:45.220 --> 00:31:10.979

Cooper City Hall: at the same time as Arpa. We need to, you know. There he does have a balance he's carrying in his restricted funds that he does need to look. He's looking to, perhaps allocate some of that cost, and he permitting to to remove it from Arpa, and and respectfully on my end. and why I wanted to split these out for discussion is

238

00:31:11.080 --> 00:31:17.670

Cooper City Hall: I I think this shows the page of items that setting maybe the permitting aside that

239

00:31:17.700 --> 00:31:31.290

Cooper City Hall: there may be an opportunity as we start to look at the bigger picture. you know, are there particular, and we don't need to decide this tonight. But these are the items that I would say are are worth discussion. And

240

00:31:31.300 --> 00:31:44.170

Cooper City Hall: towards the bigger picture of availability for us and Matt Hanson is now joined us. From what, O'brien we can talk to him after the transfers, because I know that is a a piece that we need to touch on for sure.

241

00:31:44.190 --> 00:31:46.639

Cooper City Hall: But just to start to think about

242

00:31:46.650 --> 00:31:54.579

Cooper City Hall: these funds, as you can see, there's, you know, roughly, 8 million dollars in that in that pot that are remaining to be spent from that group.

243

00:31:54.730 --> 00:32:00.580

Cooper City Hall: if we spend all this money on these cup particular projects, and that money is gone.

244

00:32:00.670 --> 00:32:19.009

Cooper City Hall: it's it's done and gone forever. If there's an opportunity. As I've talked to some of you individually, to really look towards looking at this page to potentially leverage this funding through the flexibility that's now available with our. But that wasn't available when these lists were first set out.

245

00:32:19.160 --> 00:32:37.830

Cooper City Hall: we could potentially really look to leverage this through the additional grant funding that's coming down the pipeline at the Federal level. Really an unprecedented level beyond the Arpal money. There's the American Infrastructure Act. There's the Debt Relief Act, and there's other pots. So it's really just for framing for discussion

246

00:32:37.880 --> 00:32:54.659

Cooper City Hall: related to just these projects and letting you know these are projects. with the exception of E permitting. in the records management system, I think you know, some of these are have kind of been an open item that we haven't. We haven't really gotten to.

247

00:32:55.760 --> 00:32:58.240

Cooper City Hall: Yeah. So

248

00:32:58.630 --> 00:33:06.949

Cooper City Hall: there's one word that continues to get used, and it really upsets me.

249

00:33:07.170 --> 00:33:09.760

Cooper City Hall: Fy, 23, amended Budget.

250

00:33:10.730 --> 00:33:13.680

Cooper City Hall: Okay, we have not amended our budget.

251

00:33:14.040 --> 00:33:16.500

Cooper City Hall: There has been no budget amendment.

252

00:33:16.940 --> 00:33:23.239

Cooper City Hall: So why do we keep seeing an amended budget. If we have had no amended budget

253

00:33:23.520 --> 00:33:28.679

Cooper City Hall: and the and that's the issue. Because what happens? Things we approved start to get chipped away at

254

00:33:28.850 --> 00:33:31.619

Cooper City Hall: administratively on things we didn't do.

255

00:33:32.620 --> 00:33:44.910

Cooper City Hall: So I'll give you an example if you look at what we adopted. It says last year that the headworks project for our on the Arpa page is 500,000. This sheet has it at 5 million.

256

00:33:45.410 --> 00:33:56.360

Cooper City Hall: Where did we? Where did an extra 4.5 million dollars. That may be a typo. Yeah, that may be a typo. I don't know.

257

00:33:56.500 --> 00:33:59.779

Cooper City Hall: We initially had 5 million.

258

00:34:00.460 --> 00:34:13.260

Cooper City Hall: There was a a movement of 4.5 million, which was done by finance, and it has now been reversed by understanding, and the 4.5 has come back.

259

00:34:13.580 --> 00:34:20.770

Cooper City Hall: I I never took it out. As you can see. mine still shows the 5 million.

260

00:34:21.130 --> 00:34:23.960

Cooper City Hall: It's it was. It was a

261

00:34:24.179 --> 00:34:27.080

Cooper City Hall: financial transit movement that was done.

262

00:34:27.100 --> 00:34:34.359

Cooper City Hall: But the one we adopted on the but and that's my concern is the one. What we adopted on the budget was 500,000.

263

00:34:34.530 --> 00:34:41.260

Cooper City Hall: I have the budget page from last year here. So if we have a little transfer that's got to be done.

264

00:34:41.460 --> 00:34:48.980

Cooper City Hall: Yeah, unless we are going to get request unless we can get permission to to be exempt from State law.

265

00:34:49.780 --> 00:34:52.449

Cooper City Hall: All right, we can't just switch numbers around.

266

00:34:52.630 --> 00:34:56.030

Cooper City Hall: What happened was, here's the real history.

267

00:34:56.230 --> 00:35:10.689

Cooper City Hall: A headworks project kept being pushed, and we never adopt it for 5 million. They actually put it down in this category, or if we have extra extra money because we can't spend it. We'll have a list of projects that maybe we can go forward with. But we never adopted the 5 million

268

00:35:11.190 --> 00:35:15.440

Cooper City Hall: on the budget, its 500,000 adopted for this project

269

00:35:15.670 --> 00:35:20.670

Cooper City Hall: right here. See Sterling, and it wasn't even how it works. It was sterling roads.

270

00:35:20.890 --> 00:35:22.980

Cooper City Hall: And then, now we're back to 5 million. So

271

00:35:22.990 --> 00:35:33.240

Cooper City Hall: when we look at these things to see we're looking. This is not accurate, and I'm not because you, I'm sure somebody directed you to change something around. But from my standpoint the City Commission approves projects.

272

00:35:33.330 --> 00:35:37.829

Cooper City Hall: and the projects don't get changed unless we approve the changing of a project.

273

00:35:38.050 --> 00:35:52.039

Cooper City Hall: and and so I only pull out the police startup because it's it's an easy one for me to look at. Last year in the budget it was at 900. They supposedly it. It started at 2.1 million, and then on here it's 600. So how do we get rid of

274

00:35:52.190 --> 00:36:10.560

Cooper City Hall: 1.4 6 million dollars 1.1 point 4 million dollars, and we got it a little sheet. I handed them. Well, I know how the numbers came up, but I'm saying who authorized the and this, really, I don't want to say this is directing towards you, because I'm sure you were told this is moving here. But from an administrative standpoint. We didn't approve that.

275

00:36:11.000 --> 00:36:21.309

Cooper City Hall: And Commissioner shrouded to your point on that additional page. Beyond this page we we one of the things When, Mr President, I sat down to work through this

276

00:36:21.550 --> 00:36:29.049

Cooper City Hall: I wanted to make sure that we were able. in conversations I've had with you all in the first 6 weeks I've been here.

277

00:36:29.110 --> 00:36:50.290

Cooper City Hall: you know, to be able to have an accurate reflection of where we are today. And so you know, to Commissioner's router to your point. I I have included. I've asked John to include that additional page March transfers prior to June first. which really you. You will see those listed

278

00:36:50.290 --> 00:37:03.080

Cooper City Hall: and the and and the activities there as well. on the on the page after projects for discussion. You know. My, my, my, my thing isn't. What are the transfers? My thing is, how could that?

279

00:37:03.220 --> 00:37:09.240

Cooper City Hall: How can those transfers have occurred without authority, without legal authority? So can I ask the question?

280

00:37:09.530 --> 00:37:12.459

Cooper City Hall: I'll keep it

281

00:37:18.190 --> 00:37:21.159

Cooper City Hall: if you need to transfer money.

282

00:37:21.320 --> 00:37:23.610

Cooper City Hall: What? How is it that you do that

283

00:37:23.630 --> 00:37:43.099

Cooper City Hall: there has to be a if this is, this is Federal money, there's a check and balance for everything. So there has to be a procedure that would allow you to change any of these numbers. Can you explain what that procedure is? The policy for the city for any is doing a budget amendment?

284

00:37:43.840 --> 00:37:44.950

Cooper City Hall: And

285

00:37:45.090 --> 00:37:51.500

Cooper City Hall: some of these items had Budget Amendment, for example, the Hpa. See you with the police

286

00:37:52.010 --> 00:37:53.889

Cooper City Hall: in the agenda item.

287

00:37:53.940 --> 00:38:01.120

Cooper City Hall: we went over the original amount that was assigned for the Hbac. And there was a request for

288

00:38:01.160 --> 00:38:16.840

Cooper City Hall: bringing in an additional $196,245, and that was approved in the but I want to walk it through. So if the City Commission approves the purchase of something that is does not equate to a budget amendment.

289

00:38:17.160 --> 00:38:21.679

Cooper City Hall: it should be in the financial impact statement. And if you see.

290

00:38:21.790 --> 00:38:47.179

Cooper City Hall: since I've been handling a few of these budget amendments recently, when the financial impact statement will show that additional funds were needed, and the funds are coming from this account to to make up for that difference. That's the way the financial impact should be

291

00:38:47.420 --> 00:38:50.449

Cooper City Hall: by State law. Any budget amendment we have

292

00:38:50.520 --> 00:39:18.920

Cooper City Hall: has to be posted on our website. But it's not posted on our website. That sounds like the question amendment. No, I was just correct, right? But that's what I'm saying. I just think he's using the long term. Yeah, am I wrong in my thinking? Nope, but what I'm trying to say is that it wasn't. It's not authorized. So. But if they come and say, Hey, can we spend X, you know, X more, we need to. Okay, yeah, that you can't move that money without an actual appropriate budget amendment. It's it's a twofold thing.

293

00:39:19.260 --> 00:39:40.350

Cooper City Hall: So there's one budgeting the money. And there's 2 authorizing purchase, so to say. So, my, my problem is, we have nothing posted on our website, as we have no record of a budget amendment, but we have amended budgets. Okay? So we don't. So missed you. I was gonna this is a question for Mr. Horowitz. If we have a.

294

00:39:40.820 --> 00:39:42.060

Cooper City Hall: So we

295

00:39:42.470 --> 00:39:45.510

Cooper City Hall: we have budgeted. We we have a pool of money

296

00:39:45.650 --> 00:39:50.030

Cooper City Hall: that we have budgeted for. For a project

297

00:39:50.230 --> 00:39:55.179

Cooper City Hall: that money is sitting in and in an account

298

00:39:55.710 --> 00:40:03.569

Cooper City Hall: that the Commission has already taken action on the budget, the the project itself. And I want to make sure

299

00:40:03.870 --> 00:40:12.739

Cooper City Hall: if, as that as that project, as you all are progressing in that project, and monies have to be spent.

300

00:40:12.960 --> 00:40:22.970

Cooper City Hall: and furtherance of that project. but it has to come out another another account. It's the same pool of money. That's not.

301

00:40:23.800 --> 00:40:26.379

Cooper City Hall: That's not a budget amendment. Correct.

302

00:40:26.630 --> 00:40:29.670

Cooper City Hall: Mr. Horowitz.

303

00:40:30.260 --> 00:40:33.560

Cooper City Hall: The answer is, it might be a budget of them. Yes.

304

00:40:34.080 --> 00:40:42.380

Cooper City Hall: that it it, it would depend, but it was. Again, the statue defines what constitutes a budget amendment and the mechanism by which the amendment can be implemented.

305

00:40:42.560 --> 00:40:49.540

Cooper City Hall: So if you move funds. If you, if you move, appropriated money within a fund

306

00:40:50.170 --> 00:40:54.899

Cooper City Hall: that's considered a budget amendment that can be accomplished by the Commission by motion.

307

00:40:55.460 --> 00:40:59.400

Cooper City Hall: As long as you're not changing the value of the overall fund.

308

00:40:59.770 --> 00:41:08.630

Cooper City Hall: If you move money in between funds, or you change the value of the fund, that amendment needs to occur in the same manner in which the budget was initially adopted.

309

00:41:09.130 --> 00:41:10.540

Cooper City Hall: So it' be by resolution.

310

00:41:11.310 --> 00:41:20.620

Cooper City Hall: But either way, it's Commissioner Shrouded's Point budget amendments are required to be posted on the city's website within 48 h of adoption. Okay? And we have none posted.

311

00:41:20.880 --> 00:41:31.619

Cooper City Hall: And so my my biggest thing is like we're building mistakes on mistakes, and and I know it's not going to be easy, Mr. Eagleston, but I would like to see the last, approved Arpa.

312

00:41:31.930 --> 00:41:36.550

Cooper City Hall: What's happened. And so, because I I think you'd be fair.

313

00:41:37.150 --> 00:41:44.359

Cooper City Hall: I do you believe that there's been more money transferred without following the proper procedure? So far from what you've seen

314

00:41:44.380 --> 00:42:10.140

Cooper City Hall: so and and and to your point. That's that is why I wanted to share this list, because I'm not sure of the history of it. There may. Some may have come to you, others I I it does not appear that they did, but not coming to us, and actually we know for a we know there's no budget budget on our website, yes, or budget transfer authorization. I mean, I I I think there are some of that. We know that it goes from 9 to to 14, right

315

00:42:10.720 --> 00:42:21.729

Cooper City Hall: on on the current year's thing, we went from 9 million to 14 million dollars. Difference. This is really a finance question on the financials. Okay, 4 million dollar difference

316

00:42:22.050 --> 00:42:29.979

Cooper City Hall: increase on what you guys showed us on our original budget and our category that is called amended budget, which we don't really have

317

00:42:30.030 --> 00:42:33.880

Cooper City Hall: because we never admitted a budget. There's a 4 million dollar difference

318

00:42:34.530 --> 00:42:43.419

Cooper City Hall: increases 4 million dollars. We know that if you increase the fun amount at all. that it must get passed by the City Commission by resolution

319

00:42:43.680 --> 00:42:46.370

Cooper City Hall: in in advertising the newspaper, and that never happened.

320

00:42:46.460 --> 00:43:00.920

Cooper City Hall: So it's not even within there's 2 levels. If if if you, if you, the overall dollars don't change, you switch the categories around that could be accomplished one way. But it doesn't. You go to the website if you're increasing or decreasing the overall amount, you got to do it the same way you pass the budget

321

00:43:00.970 --> 00:43:04.090

Cooper City Hall: for advertising newspaper.

322

00:43:04.670 --> 00:43:06.879

Cooper City Hall: You know, I'm going to say air quotes

323

00:43:07.090 --> 00:43:18.999

Cooper City Hall: a amended budget that everyone keeps referencing has an increase in funds to the actual fund that could not be a have been accomplished by any way other than advertising to the residents

324

00:43:19.070 --> 00:43:21.750

Cooper City Hall: an ordinance with 2 readings

325

00:43:21.830 --> 00:43:47.459

Cooper City Hall: which we never did. So. My thing is, I would like to if we established that this is not done properly. I want to swim up, and I'm okay with that. But then let's just say, for time's sake, we've established that this has not been done properly, and it needs to be cleaned up because we have a meeting at 6 30. But my issue is, we'll ratifying mistakes, some mistakes. So we're not giving a presentation. What? What's going to happen is.

326

00:43:47.630 --> 00:44:15.540

Cooper City Hall: they're going to say, well, no, we showed you at that. We gave you the presentation. No one's going to say that they're going to be coming back, and they decided right a minute ago. Well, those amendments we we told you. you know you voted on or not. So, Commissioner, shrouded to to the to the contrary. My hope this evening was. I've heard from several of you since I've got here on a understanding of of where are we? It's been a year and a half since this has been before the Commission. There are 2 new Commissioners.

327

00:44:15.540 --> 00:44:25.500

Cooper City Hall: you know, since last year. Where are we at today? And my my hope to show these pages was completed in progress. Others

328

00:44:25.630 --> 00:44:49.360

Cooper City Hall: list all the Transfers Commissioner, to your point that I can't speak to. I certainly wasn't here. It it I I would definitely not disagree with with. your framing of those. if you, if you turn to the final page in that pack, is, say we do that you're telling us where we're at, where we add on the 5 million dollar project. That's what you. That's what you're saying. Right on the head works the 5 million dollar project. That's what your paperwork

329

00:44:49.360 --> 00:44:58.080

Cooper City Hall: and I'm at. It was 500,000. How to get the 5 million. Yeah, I can say whether it's 500,000 or 5 million not looking for, not.

330

00:44:58.080 --> 00:45:02.859

Cooper City Hall: We're not looking to move that forward at this time, as it relates to it.

331

00:45:02.860 --> 00:45:27.689

Cooper City Hall: and it's it's a good question on your end. What what I would like to do with the Board's general consensus is not look to move any of this money not look to spend any of this money on the projects for discussion. but honestly. And and if it's okay, I'm we're at 5 45, but to maybe bring Matt Hanson in. Who's on zoom with with O'brien to talk about.

332

00:45:27.760 --> 00:45:41.779

Cooper City Hall: You know the opportunity for us to use this area not to spend in these. you know the headworks or the renovations for City Hall, or or those balances that are left but to look at holistically.

333

00:45:42.020 --> 00:45:51.719

Cooper City Hall: how we can use what pot we have left to not spend 8 or 9 million, but to hopefully try and get us a larger pot. I'll give you one specific example.

334

00:45:51.910 --> 00:46:01.260

Cooper City Hall: And and Matt had shared this with me. You know there is funding that has flown after Arpa that has come down the line for water lines.

335

00:46:01.280 --> 00:46:05.060

Cooper City Hall: it's related to. If there's lead water lines.

336

00:46:05.520 --> 00:46:21.369

Cooper City Hall: if you want to go after that money, which is significant, and I don't pretend to be Raj or a city engineer. But if you want to go after that money, you have to spend a little bit of money to do an assessment of all your lines to see if they're allowed in them.

337

00:46:21.370 --> 00:46:37.369

Cooper City Hall: So there's an opportunity where, if you spend and I'm not saying that's the project. But it's as a a concrete example. If you spend a hundred $1,000 to get to do that, you might be able to go after 10 million to replace water lines, that that money is out there unprecedented, at least in a generation.

338

00:46:37.400 --> 00:46:42.529

Cooper City Hall: Can I ask you a question, Mr. City? Manage absolutely, and I mean this in the nicest possible

339

00:46:42.970 --> 00:47:05.930

Cooper City Hall: When we were discussing the budget last night, I had said that in the past several years we basically doubled the finance department. Now I know that there's positions that are not filled right now. But why were we at a budget meeting last night? And we had no one from finance, and when I first got elected we met. We had a very nice one on one by within within a month.

340

00:47:05.930 --> 00:47:20.130

Cooper City Hall: So before before the end of last year, and then I went immediately to the city manager, and I said I would like him to present what he said to me to everyone. So everyone knows what's going on. That's not his fault. It's that was the then city manager

341

00:47:20.170 --> 00:47:37.199

Cooper City Hall: kept pushing it off, pushing it on. And then the finance director at the time, said, Well, since this falls under me, I will do a presentation, and I will answer all of your questions. Well, that was great. It never happened. But that's not to my point. My point is, if he falls under finance.

342

00:47:37.510 --> 00:47:43.979

Cooper City Hall: and we still have some people in finance, why is there not one person at least attending this?

343

00:47:44.500 --> 00:47:52.749

Cooper City Hall: Or was there not yesterday? And I mean that I don't mean to be argumentative. I I don't. But I mean this is, it's a budget.

344

00:47:52.920 --> 00:48:05.740

Cooper City Hall: Sure it is finance, and I understand that we pay him. But we also pay several members of staff that are that should be. Someone should be sitting here. Yeah, even if they're playing on their phones, they should have a body here.

345

00:48:06.130 --> 00:48:06.970

Cooper City Hall: Thank you.

346

00:48:10.740 --> 00:48:24.169

Cooper City Hall: So I I I know the person you have on the phone is gonna tell us they can do great things which I think they can. But I sure don't. I don't just don't understand, or I I don't know what we have to give that person to go out and get if we don't. So

347

00:48:24.260 --> 00:48:34.560

Cooper City Hall: what our proof projects are, and what we have left. And so there lies the the issue we don't have. We need to reconcile this. Yeah. How do we know what we have to spend.

348

00:48:35.340 --> 00:48:38.959

Cooper City Hall: Hello! If you don't know what was legally moved. Correct.

349

00:48:39.220 --> 00:48:50.920

Cooper City Hall: Not that it's not here, but what he's. I think the money is still there. It's just where. Where is it? You know. So we have 11 million dollars that hasn't been spent from our boat right

350

00:48:51.030 --> 00:48:53.600

Cooper City Hall: according to earlier.

351

00:48:54.260 --> 00:49:16.419

Cooper City Hall: So the wrong account it doesn't mean it's well, it it's I. I don't want to tell someone to go ahead and on projects like, I'll give example. It now has police start up, down like 600, which I don't think I got there. Well, I I think that there that now I I don't see us moving forward with, please start right now, but I I believe that the facilities at the fire station are not adequate, and and my intent was to try to.

352

00:49:16.420 --> 00:49:35.649

Cooper City Hall: you know, advocate, to have some of that money used to to fix the the What do you call the right? Yes, but you know, it's like, oh, yeah, let's just stop on these and all this extra money, and then we're going to send them out to to go. Obviously, you know, get out good stuff, but I don't want to engage somebody to go

353

00:49:36.070 --> 00:49:43.549

Cooper City Hall: understand and and and and let me maybe expand on a little bit. And and you know, at a High Level

354

00:49:43.580 --> 00:49:56.679

Cooper City Hall: Commissioner to your point, you know. So so the Arpa funds right. They have to be obligated by December thirty-first, 24. They have to be spent by December 30, first, 2,026.

355

00:49:57.150 --> 00:50:08.670

Cooper City Hall: not necessarily project-specific with working with wid O'brien, but a little bit. To what kind of Monsieur Katsman said. You know we're able to under the the

356

00:50:08.890 --> 00:50:14.219

Cooper City Hall: A. Lot has changed in Arpa since this initial list was approved by the Mayor and Commission.

357

00:50:14.370 --> 00:50:34.490

Cooper City Hall: for example, without identifying a particular project. there's a standard allocation or the lost revenue for 10 million dollars. But that's been. That's been for a while, and I don't know why we didn't categorize that. Yes, and to your point, Commissioner. that's one of the things we're going to work specifically on

358

00:50:34.530 --> 00:50:49.699

Cooper City Hall: that. We can work on concurrently with wid O'brien. That doesn't impact the validity of what you're talking about. But, for example, the more money that we can capture. We can capture up to 10 million dollars on that end. Once that is run through that process

359

00:50:49.710 --> 00:50:53.739

Cooper City Hall: and legally accounted for, that meets the Us. Treasury guidelines

360

00:50:53.810 --> 00:51:14.950

Cooper City Hall: that that funding is available for the mayor and commission to use. However, you would like, beyond the obligation and expense for deadlines. So, Commissioner, to your point. The bunk, the bunk room at the fire station, you know. Bigger, larger projects, you know. Public safety related parks and playgrounds wherever the Commission would

361

00:51:14.950 --> 00:51:32.320

Cooper City Hall: would like to head related to that. So I I don't want to necessarily say, have the Commission authorize us by consensus to go out and find new projects at this juncture. Right? But I think it's. And and if it's okay, you know, maybe to allow

362

00:51:32.320 --> 00:51:50.430

Cooper City Hall: Matt Hanson, he's the you know managing director of of that division within with O'brien. Speak a little bit. I mean this. This gentleman has been before Congress to speak specifically about Arpa and those dollars, and I worked with him closely at the North Carolina League of Cities. But maybe just

363

00:51:50.430 --> 00:52:05.859

Cooper City Hall: for a moment. I know we're at 5 50, but maybe 10 min to allow him to talk about the bigger picture of what we can do with those funds, and then we can come back to. I don't want to downplay the Reconciliation Commissioner's router because it needs to be addressed.

364

00:52:06.250 --> 00:52:09.829

Cooper City Hall: Then we'll have Matt Hansen. Are you with us?

365

00:52:11.260 --> 00:52:12.890

Matthew Hanson: I am thank you, Mayor.

366

00:52:12.910 --> 00:52:14.230

Matthew Hanson: can you hear me? All right?

367

00:52:14.400 --> 00:52:15.270

Cooper City Hall: Yes, sir.

368

00:52:15.550 --> 00:52:17.070

Matthew Hanson: so

369

00:52:17.660 --> 00:52:42.169

Matthew Hanson: Happy to be here tonight, and really not marketing a a service or advocating a particular direction. I was just asked to provide a little bit of overview of what has happened with the Arpa program since it was released in 21 to where we are now. There have been over 100 individual pieces of guidance issued as Treasury has really been building the plane as they're flying it.

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00:52:42.200 --> 00:53:08.599

Matthew Hanson: some of the highlights are. Yeah. You were just discussing the standard allowance of up to 10 million dollars for revenue loss provision of government services that's been out there for a while. Now, however, New pieces of information pertaining to that such as being able to use that money as a source of match for other Federal grants.

371

00:53:08.650 --> 00:53:31.609

Matthew Hanson: also, there's new flexibilities that have just been issued around. using an additional third of your funding for historically community development block grant activities. So the original arpa guidance, you could use the money for water sewer storm water, broadband infrastructure. But you could not use the money for other types of infrastructure.

372

00:53:31.630 --> 00:53:52.730

Matthew Hanson: with the community development block grant flexibilities. You can use the non-revenue lost money on sidewalks, bridges, callverts, you know, public facilities. You name it. So that's where you know, projects like police and fire, you know. Bunk rooms might not have been allowable. Early on they are allowable now.

373

00:53:53.120 --> 00:54:02.199

Matthew Hanson: investing in public sector capacity a very a generic term that has been incorporated in the final role in the Faqs.

374

00:54:02.220 --> 00:54:07.530

Matthew Hanson: that can be, you know, technology that can be, you know, some of the projects that you

375

00:54:07.670 --> 00:54:20.609

Matthew Hanson: you know, have already done, or you're in the process of doing with transparency websites, that sort of thing. But the goal is to make this money available, to really enhance how you do deliver services to the public.

376

00:54:20.810 --> 00:54:43.590

Matthew Hanson: there is administrative funding in Arpa. Most grant programs. The administrative funding is limited to the the single Grant program the Arpa administrative funding does not say that. So you could use admin funding from the Arpa for other activities. Other projects, including things like infrastructure, investment and Jobs Act and Ira programs

377

00:54:43.710 --> 00:54:46.790

Matthew Hanson: in addition to admin funding.

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00:54:47.240 --> 00:54:55.320

Matthew Hanson: you can also recoup indirect cost. against this grant. this, again, would be another strategy

379

00:54:55.440 --> 00:55:05.189

Matthew Hanson: where you could. you know, create more flexibility for you both from a time as well as a programmatic flexibility.

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00:55:06.120 --> 00:55:12.649

Matthew Hanson: When considering you know how to invest this money. Oftentimes Federal grant dollars

381

00:55:12.790 --> 00:55:18.930

Matthew Hanson: are difficult to implement for infrastructure projects. They oftentimes drive up the overall price.

382

00:55:18.940 --> 00:55:33.810

Matthew Hanson: A historical Federal compliance requirements such as Davis, Bacon, labor determinations, national Environmental Policy Act prohibitions on supplanting requirements for previous budgeted. All of these,

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00:55:34.030 --> 00:55:55.330

Matthew Hanson: the compliance requirements do not apply to the arpa funding. So it's really, you know, in an interesting time, to look at which particular pots of money you're using, for which particular projects, and where you might have a financial or the timeline advantage by using one pot of money over another.

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00:55:55.420 --> 00:56:04.589

Matthew Hanson: and then the key strategy, you know, is really to focus on, you know, the obligation and expenditure deadlines which were just discussed.

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00:56:05.280 --> 00:56:27.910

Matthew Hanson: you know there are the abilities to meet the letter. The law meet the Arpa requirements for both obligation and expenditure. but not having to make short term investments in one time, projects when you can carry that money forward. And I think you know, once the the reconciliation happens, you know.

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00:56:27.910 --> 00:56:37.289

Matthew Hanson: those are some of the conversations I think, would really be impactful on how you can create program flexibilities for for you and your citizens.

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00:56:37.320 --> 00:56:44.469

Matthew Hanson: and and extend the you know the impact of the dollars beyond 26,

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00:56:45.060 --> 00:56:46.859

Matthew Hanson: and so

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00:56:47.710 --> 00:57:08.020

Matthew Hanson: we are The arpa funding in general has moved very much away from, you know the response to the actual covid pandemic. more towards infrastructure. Cdbg public sector capacity. And that's really been the trend over the last 2 years. As we get closer and closer to the obligation deadline.

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00:57:08.050 --> 00:57:11.840

Matthew Hanson: and with that I will pause and take any questions you all might have

391

00:57:12.680 --> 00:57:14.029

Cooper City Hall: if you have any questions.

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00:57:15.800 --> 00:57:24.840

Cooper City Hall: hearing. No, we don't have any. I appreciate your your thoughts on this, and I I look forward to seeing hopefully

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00:57:25.460 --> 00:57:33.360

Cooper City Hall: the good work that you have been tally to have done in the past, and well, I'm sure hopefully do for us in the future.

394

00:57:33.960 --> 00:57:42.630

Cooper City Hall: having said that, we come back to the time, I guess time for if you will, to mission for out of when do you think

395

00:57:43.260 --> 00:57:45.650

Cooper City Hall: that we can have

396

00:57:47.600 --> 00:57:48.520

Cooper City Hall: Mike?

397

00:57:48.650 --> 00:57:55.599

Cooper City Hall: It's on? Oh, did you shut me down? Don't view them.

398

00:57:56.460 --> 00:57:57.809

Cooper City Hall: Okay, thank you.

399

00:57:58.270 --> 00:58:03.740

Cooper City Hall: So we're we're looking towards. Is this?

400

00:58:05.440 --> 00:58:11.570

Cooper City Hall: I guess. Yeah, just if if I view, if you will, can that be done in 2 weeks in the next meeting.

401

00:58:11.910 --> 00:58:22.269

Cooper City Hall: so I I would say, I I guess maybe bigger big picture or or or specific next steps, if it would be okay, and it may.

402

00:58:22.410 --> 00:58:32.390

Cooper City Hall: I guess maybe twofold. I think what I'm hearing is for us to work on, and we can work with John and Mr. Hansen, and the attorney.

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00:58:32.480 --> 00:58:38.640

Cooper City Hall: as it relates the the legal reconciliation, if you will, to the the transfer piece

404

00:58:38.660 --> 00:59:06.940

Cooper City Hall: I I don't want to say it will be done in 2 weeks. But I I think that if that is a okay by consensus with everyone, that's one item we can focus on trying to specifically clean that up and get a path forward that that meets all those requirements. Secondly, if it's okay that, I, we could continue to

work with Widow' Brian on kind of the big picture framing of the future plans, not specific individual projects.

405

00:59:06.940 --> 00:59:21.280

Cooper City Hall: but also maybe some concrete next steps for action, for the Commission to consider again, not to go ahead and implement on on Staff's own, but to bring that back to the commission. perhaps.

406

00:59:21.610 --> 00:59:25.610

Cooper City Hall: I'll say, maybe within the next, you know, month or 2,

407

00:59:25.780 --> 00:59:32.870

Cooper City Hall: and and again consensus. Anyone here have an objection to those 2 items being done. No, I just think we should look at that.

408

00:59:32.900 --> 00:59:43.540

Cooper City Hall: They list the we approved. Then show us what actually happened, and then you can have recommendation on what you think shouldn't come off or not, and we should discuss those things there and then. You can have

409

00:59:43.920 --> 00:59:50.160

Cooper City Hall: the consultant, you know, you know, based off of what's left. Hey? What are the opportunities for that money?

410

00:59:50.250 --> 01:00:10.779

Cooper City Hall: And we can. We can spend a little time. I mean, we do have some remaining time. If it's okay with you all to look particularly at that projects for discussion category, just to get some feedback related to those items which yeah, I I mean, I thought, that's what this meeting is about. And I totally understand that there's some some

411

01:00:11.370 --> 01:00:13.570

Cooper City Hall: about where the

412

01:00:13.580 --> 01:00:16.699

Cooper City Hall: funds are. But, generally speaking, is anyone

413

01:00:16.830 --> 01:00:35.699

Cooper City Hall: concern that we're not going to have approximately 11 million dollars? No, but I'm concerned that the projects for discussion aren't all on here like they're not. These aren't accurate. So like, let's take off the headworks. One, that 5 million bucks that's that was not 5 million dollars. So where is the other money, so I don't mind doing it. But we could.

414

01:00:36.320 --> 01:00:54.560

Cooper City Hall: So you're saying we can have more than 11 million, because that's not. I'm not sure, you know, or other water utilities. But we can preliminarily talk as long as we agree that, like, there's going to be a reconciliation of products. I don't know what was what Miss what came off, you know. I think I just think just looking big picture.

415

01:00:54.630 --> 01:01:17.069

Cooper City Hall: that the manager is looking for at least a consensus on what areas we'd like to focus the money with is in. And we we we had a whole thing on that with this long list. And now I'm looking, thinking, well, where's that long list? Can anyone pull it up? And Commissioner Melosi and I, we're not involved in that. Obviously so. And and, John, correct me if I'm wrong. But,

416

01:01:17.130 --> 01:01:44.699

Cooper City Hall: Commissioner, this should be all of the individual line. Item projects should be incorporated. John, is that correct? As far as what was approved by commission. Yes, in January of 2,022, the individual line items should be representative on those sheets, either completed in progress or projects for discussion

417

01:01:44.700 --> 01:01:53.180

Cooper City Hall: in one sheet, if you would like that also. Yeah. But but to that point this this should be reflected. Those 3 pages of of all of them

418

01:01:54.840 --> 01:02:17.199

Cooper City Hall: if I might just looking at the headworks, and that was Sterling Road. I have no concept, and disagreed with it when the 5 million put on there now certainly disagree with it as it stays on there now, because we have our penny sales tax. We're hitting Surtex. The head works for the 5 million. The Sterling road came off magically. The head works is at the water plant.

419

01:02:17.260 --> 01:02:46.809

Cooper City Hall: the sterling road pay more, not for being funded by the, but it that still has to be approved by the City Commission. It's not. It's not in in the, in the purview of staff to remove something that's budget. Or I'm just saying, you know I'm not saying I I disagree with that. I get that. But the process is, it has to be approved by the governing body to amend the budget, agreed Hold heartedly. Yeah, and I'm with you, the Sterling Road. But they I guess they took that all for it. It was administratively we needed to approve it, but

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01:02:47.210 --> 01:02:48.720

Cooper City Hall: functionally we already did.

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01:02:49.320 --> 01:02:52.230

Cooper City Hall: No, we didn't do either. No, neither one.

422

01:02:52.330 --> 01:02:54.129

Cooper City Hall: We didn't approve them

423

01:02:54.830 --> 01:03:22.670

Cooper City Hall: to remove it to to to no, we we we approved them to apply to sure texts. I don't know it has been approved yet, but your text project hasn't been approved yet it. They only approved the design work, I believe. Right? That's where they're up to is so that money could have gone towards the construction of it. So we don't have that. It's still it may take longer doing it with the sur tax. But at least I'm not wasting the AR of money, and that's the position you you advocated for right? And you lost

424

01:03:22.750 --> 01:03:36.639

Cooper City Hall: respectfully. Fair enough. I'm not saying it was a bad position. It was just. We have 2 new members. Okay, that we advocate for that again. And we and they might vote to do that. But you don't just scratch it off here, right? What I'm trying to say, you know, everyone here is.

425

01:03:36.650 --> 01:03:39.580

Cooper City Hall: So when would you like to?

426

01:03:40.010 --> 01:04:03.780

Cooper City Hall: So when? What? When you guys, what are the 2 options we we pay for it ourselves and get it done, or we wait for Sir tax, and if we win, you said Never! No, I didn't say never. You're you're the rep on on the when did you say it would be done? You're you're looking at on average, when you start the the process with the paperwork you're looking at between 5 to 7 years. But this process

427

01:04:03.810 --> 01:04:11.559

Cooper City Hall: of paperwork has already been done. It's already been sterling. Road was approved. While I was still a commissioner

428

01:04:11.720 --> 01:04:17.360

Cooper City Hall: the years ago you you may have heard a different story, but whatever so Sterling Road is approved.

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01:04:17.670 --> 01:04:25.330

Cooper City Hall: you've got funding, but it goes in, but it goes. It goes in in segments. Right? Yes.

430

01:04:26.080 --> 01:04:27.430

Cooper City Hall: but it is there.

431

01:04:27.560 --> 01:04:31.010

Cooper City Hall: So I again I I'd say I'm going to agree.

432

01:04:31.450 --> 01:04:32.179

This is.

433

01:04:32.370 --> 01:04:53.039

Cooper City Hall: I can't. I'm not going to agree that I would prefer to use the penny sales tax money. Then use this money because this money can be used to me. Something else the leverage I'm not here to to advocate for that. I I don't have in my memory every single one. All I'm saying is just like Greg brought up the to take it off. It's already been taken all, somehow.

434

01:04:53.060 --> 01:04:55.499

Cooper City Hall: and that should be done through a vote.

435

01:04:55.750 --> 01:05:07.630

Cooper City Hall: if that's what was approved, because if the County Commission agrees they're going to take Sterling Road. They're going to probably want to up to a certain level before they take it over. Right? We've asked the County Commission to take over Sterling Road. They're going to want it built to a certain level, for they take it over

436

01:05:08.220 --> 01:05:22.669

Cooper City Hall: almost always. You generally. Yeah, they're not going to take it over. Yeah. So no one in on paper. Correct. So maybe maybe they come back. We're asking, you know, Senator galler to what if this? Okay, fine, we'll take it. This might not be in 7 years.

437

01:05:22.690 --> 01:05:29.830

Cooper City Hall: I'm not going to. I'm not advocating for something right? I'm just on the on that specific project, though.

438

01:05:29.860 --> 01:05:44.409

Cooper City Hall: because when I was on P. And Z. We had to approve it. And then it came to the commission, and I think it was early on in our days on the Commission. We had to approve it, and I thought it was slated for 2,425

439

01:05:44.470 --> 01:05:54.809

Cooper City Hall: years ago. But we have to go procedurally approved something. Maybe Mr. Fleming knows. Do you know where we're at the Surtex? If they approve construction for Sterling Red.

440

01:05:58.370 --> 01:06:02.570

Cooper City Hall: They should they approve the construction cost at the mic, please.

441

01:06:04.300 --> 01:06:09.099

Cooper City Hall: Oh, you got it and a microphone.

442

01:06:11.630 --> 01:06:19.770

Cooper City Hall: The county came back and they combined it. the projects into one. So we have funding for design, construction.

443

01:06:20.060 --> 01:06:25.909

Cooper City Hall: and mill and paste. we have this, we have money for construction. What's the timeline.

444

01:06:26.990 --> 01:06:30.830

Cooper City Hall: We're actually a meeting with a consultant now with the

445

01:06:30.840 --> 01:06:33.530

Cooper City Hall: Oh, that's what the design!

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01:06:34.380 --> 01:06:39.940

Cooper City Hall: It's probably looking at a total of 2 years in total, but when everything is done. complete it.

447

01:06:40.100 --> 01:06:53.380

Cooper City Hall: Yeah. So then, we're not going to do it much, of course. No, I didn't know that the consultants just sent us the designs. But you're right. It should have been procedurally removed by us, agreed. I think everyone agrees with that.

448

01:06:53.380 --> 01:07:16.560

Cooper City Hall: We'll take it off. Great, thank you, we'll take it off. Thank you very much. I'm going to take it off. You want to make a motion to remove it. It's not visible. So if we want to talk about other projects, I'm okay with that. But I think you know, I think we should have had the complete list if we're going to take off on time to trying to find it. It's like impossible to find. We're we're told John Joe.

449

01:07:16.740 --> 01:07:18.929

Cooper City Hall: Sorry you want the complete list. I can.

450

01:07:19.230 --> 01:07:34.699

Cooper City Hall: But we all need it. It needs to be on the computer as well, so that everybody at home. Okay. So I I mean, I could tell you things I don't think we need. We don't need to spend 1.5 million dollars in City Hall renovation or full tennis center. We need to build a brand new one. I agree with it all right. So

451

01:07:34.820 --> 01:07:40.470

Cooper City Hall: you know what a shrine me?

452

01:07:40.550 --> 01:07:43.880

Cooper City Hall: I know I'm I'm not quite

453

01:07:44.090 --> 01:08:06.680

Cooper City Hall: so hearing the discussion on the at least so far the 5, if I might the 5 million and the 1.5 million renovations for City Hall. Are there other items? I will point out Carlos and I have talked and he's been looking in. He he feels, and I don't want to put you on the spot, but you feel confident that that that entire 884 you could.

454

01:08:06.790 --> 01:08:08.810

Cooper City Hall: you could absorb in with

455

01:08:08.930 --> 01:08:37.959

Cooper City Hall: commission approval based on a recommendation you could absorb that in your fund. Is that correct? Cv, the electronic permit for the E permitting? Yes. So let's take the head off. One thing, I think that's great. Yeah. Well, one thing I don't understand is, it says 20% complete, but and nothing that's a common alley, and that's on the others as well. When there is extra. And it's not all done. Yeah. So the percentages don't line up to what is actually

456

01:08:38.200 --> 01:08:56.520

Cooper City Hall: well, the percentages are our effort to work. That's been formed. We did collect them. We did prepare the invitation to p it so that we bid right now we're waiting for people to submit their no, it's helpful. Because when you see it, you see, no money spend it. Yeah, yeah, it. It's not based on the percentage of money. Yeah.

457

01:08:56.779 --> 01:09:13.800

Cooper City Hall: that's why it's it's 4%. And I think, do we not all agree on the 689 for the police startup? I don't know if there's not 689 there should be. And if you're trying to lower the the budgeting for public safety, I told you I'm gonna I'm going. I like it through it a bunch of amendment. I'm gonna I'm gonna appeal it.

458

01:09:14.149 --> 01:09:23.400

Cooper City Hall: Who do? I have to go to Jacob, the State attorney's office, or something? State attorney's office. I'm going to go to the governor. so I don't want to get into that tonight. I want to know how much money we got first.

459

01:09:23.800 --> 01:09:41.229

Cooper City Hall: John, at least related to the police Startup. Do you have that detail sheet, could you? That? No, I'm at the legitimate amount, not the Made up one at 6, 700,000 now. Well, the 2,000,100 that we originally allowed for 2,126,000

460

01:09:41.260 --> 01:09:48.910

Cooper City Hall: $599. Yeah, that's what I think we have. That's that's the number that is at the top of this sheet.

461

01:09:49.290 --> 01:10:03.249

Cooper City Hall: Yeah, does everyone have a copy of that? She is on. Okay? So you talk. In the beginning, I submit from Exhibit 8, 2,000,126599,000. And my understanding what happened here was we in the second tranche

462

01:10:03.690 --> 01:10:06.359

Cooper City Hall: when the funds for

463

01:10:06.690 --> 01:10:07.960

Cooper City Hall: the

464

01:10:09.280 --> 01:10:12.580

Cooper City Hall: for the startup was to be implemented.

465

01:10:13.000 --> 01:10:14.209

Cooper City Hall: We were

466

01:10:14.610 --> 01:10:16.700

Cooper City Hall: a million over

467

01:10:16.820 --> 01:10:18.830

Cooper City Hall: on what we estimated.

468

01:10:19.120 --> 01:10:26.660

Cooper City Hall: So in an attempt to bring it down to reality of what we had, they, the finance department

469

01:10:26.680 --> 01:10:30.930

Cooper City Hall: took out a million, 2, 68, 3, 29.

470

01:10:31.610 --> 01:10:40.899

Cooper City Hall: Then they added back in 310, which was for the street sweeper, which was being changed to a

471

01:10:41.120 --> 01:10:43.699

Cooper City Hall: a another piece of equipment.

472

01:10:44.160 --> 01:10:47.970

Cooper City Hall: and we came down to this 903

473

01:10:48.830 --> 01:10:52.170

Cooper City Hall: 0 16, which was what they put.

474

01:10:52.350 --> 01:11:02.999

Cooper City Hall: and the roll over number and and reduce. Now we had a number that was 4 in line with the grant

475

01:11:03.680 --> 01:11:10.170

Cooper City Hall: that we were given, and that, and then the rest of these amendments.

476

01:11:10.180 --> 01:11:14.260

Cooper City Hall: We're either done by the agenda items

477

01:11:14.280 --> 01:11:18.709

Cooper City Hall: or these other small ones were done. And

478

01:11:18.740 --> 01:11:42.730

Cooper City Hall: we can get to pieces of the agenda the amendment that we're done, whatever the procedure that the city has in place and finance. I I can obtain those documents and show you that there was a process. I don't know if the process was completed properly or not. I just know that. So what happened was we? We argued, we all debated categories. Okay.

479

01:11:42.760 --> 01:11:46.880

Cooper City Hall: I advocated for the 2.1. The manager proposed

480

01:11:47.420 --> 01:11:59.360

Cooper City Hall: projects in excess of the total arpa amount, and we said, Why you doing it? No, no, these are just in case we don't get some of ours funded in time we got, we're ready to roll on these other ones. And then, now I here

481

01:11:59.620 --> 01:12:03.499

Cooper City Hall: that to balance that on those other projects that he wanted.

482

01:12:03.650 --> 01:12:09.440

Cooper City Hall: he took from the category I advocated, on which I believe, is a defunding of of law enforcement.

483

01:12:09.670 --> 01:12:14.310

Cooper City Hall: which, under State law, if you defund public safety.

484

01:12:14.920 --> 01:12:22.720

Cooper City Hall: we're not I. I disagree whole article. Why? Because we're not defunding. We're just not doing the startup

485

01:12:23.310 --> 01:12:29.209

Cooper City Hall: it it it wasn't. It was, I wouldn't even say it was funded. I mean, they adopted a budget with it.

486

01:12:30.100 --> 01:12:32.470

Cooper City Hall: Now we're now we're reducing the amount.

487

01:12:32.600 --> 01:12:35.699

Cooper City Hall: Yes, but but it's being used for something different.

488

01:12:35.780 --> 01:12:44.480

Cooper City Hall: that's all there are. So I I I hear the I hear the conversations going on with the commission

489

01:12:45.190 --> 01:13:11.269

Cooper City Hall: and I heard what the the city manager had already, intimated. With regards to coming back to this commission with a legal reconciliation of all of the projects that the Prior Commission had approved to include the amounts to include where any particular budget amendments had taken place.

490

01:13:11.760 --> 01:13:17.340

Cooper City Hall: They want he wants to be able to have. He wants to have that ability to bring all of that information back.

491

01:13:18.360 --> 01:13:24.910

Cooper City Hall: That's not. That's not going to take place tonight. And I think what I'm hearing is we're going around and around.

492

01:13:25.200 --> 01:13:35.230

Cooper City Hall: I hear the conversations, but the answers that we're seeking they're not going to. They're not going to be here tonight in the in the, in the matter of time that we have left.

493

01:13:35.300 --> 01:13:38.150

Cooper City Hall: with this for this discussion.

494

01:13:38.190 --> 01:13:54.690

Cooper City Hall: I'm all for what the what the city manager has already indicated. He's going to provide us with the legal reconciliation which includes the the transfer of but the funds, the amendment. any potential amend, amended budgets, and to come back with this with the individual, with the group

495

01:13:54.810 --> 01:13:57.890

Cooper City Hall: to talk about how we move forward.

496

01:13:59.070 --> 01:14:01.550

Cooper City Hall: I I don't understand. I don't. I don't.

497

01:14:01.770 --> 01:14:08.429

Cooper City Hall: I don't understand why we're

498

01:14:08.470 --> 01:14:12.130

Cooper City Hall: really discusses any. You said it perfectly, sir.

499

01:14:13.230 --> 01:14:15.290

Cooper City Hall: Everybody agree.

500

01:14:15.290 --> 01:14:21.630

Cooper City Hall: And, Mayor, just if I might. I I think at least I want, just because this will be helpful. Frankly, I think.

501

01:14:21.630 --> 01:14:45.950

Cooper City Hall: as it relates to the 5 million which we're just gonna for the moment the headworks and the City hall renovations and the E permitting that, I mean that is at least gives us a portion to begin to look at as we're working through those, although we're premature since doesn't seem like those items

are in contention. If that's okay, I'd like, because that will help the fray and continue talking because he wanted some directions. So that's why I think that will be helpful.

502

01:14:46.030 --> 01:14:56.549

Cooper City Hall: I would say the City Hall, too, I mean, yeah. So I had that mark down from your. I'm sorry from your discussions as well, Commissioner Catson, but I mean I don't. No, I'm not. There's not a baby

503

01:14:56.590 --> 01:15:00.500

Cooper City Hall: bad, you know, for good money. After that I wanted to see you all

504

01:15:00.510 --> 01:15:21.469

Cooper City Hall: I like. We're sitting here just so. But besides that, did you guys want to talk about the other ones that are not in contention and the ones that are in contention. We know we're going to wait for for the reconciliation. I mean, we have time. Does that help you, Mr. Manager? Yeah. And I'll say at a higher level, I mean, if you, as you compile all those those are really, you know, smaller items.

505

01:15:21.760 --> 01:15:32.920

Cooper City Hall: you know, dollar wise compared to those 3 that we talked. And obviously, I'm gonna just well, I'm only police start up and cause I want to get all those that's worth a further discussion. But

506

01:15:33.070 --> 01:15:35.570

Cooper City Hall: certainly, if there are any items on there that

507

01:15:35.740 --> 01:15:44.160

Cooper City Hall: you know that, you see, because we were talking about that yesterday, and it's already funded and out right now.

508

01:15:44.370 --> 01:15:46.239

Cooper City Hall: It's already funded in our budget.

509

01:15:55.760 --> 01:15:59.490

Cooper City Hall: but 4 times more number, and

510

01:15:59.500 --> 01:16:09.389

Cooper City Hall: but it's in. It's our budget to. It's in our regul. No one, not not the our. But it's in our the proposed budget.

511

01:16:09.450 --> 01:16:23.550

Cooper City Hall: John. That's that's okay. That is that we could eliminate that, since we're planning for it for the next. No, but it but it is it? It could be that that's sufficient right, Mr. Lopez. If we just plan for next year's and we'll we'll cross that off on this list. Okay? So then that's another.

512

01:16:25.650 --> 01:16:27.370

Cooper City Hall: And then I guess another.

513

01:16:27.520 --> 01:16:28.490

Cooper City Hall: Any

514

01:16:29.420 --> 01:16:44.149

Cooper City Hall: concepts that man. Okay, the let's go back to the pen test because I'm looking at the percent completed.

515

01:16:44.270 --> 01:16:46.660

Cooper City Hall: And it's 5% completed.

516

01:16:47.340 --> 01:16:50.350

Cooper City Hall: How?

517

01:16:52.960 --> 01:16:59.190

Cooper City Hall: And they were negotiating.

518

01:16:59.590 --> 01:17:06.760

Cooper City Hall: Right? Then you said it was 4 times. So that's what constitutes the 5% completed. Okay, thank you.

519

01:17:06.820 --> 01:17:27.730

Cooper City Hall: thank you. With regards to the cyber security PIN test Mr. Lopez, that cyber security Pentest does that. I would imagine that test our our cyber security to determine if we have any potential vulnerabilities, and where we're at

520

01:17:28.140 --> 01:17:40.399

Cooper City Hall: and, Commissioner, we'll still we'll still have that funding we've just got in 2 places. It's in the proposed regular budget. And our. But so we're definitely going to do the pen. So so no, no. So okay. So I understand this. So

521

01:17:40.590 --> 01:17:42.969

Cooper City Hall: what I'm hearing the Commission say is that

522

01:17:43.460 --> 01:18:05.709

Cooper City Hall: you all want to use our monies as opposed to the Federal monies. When I said to do that, we went over the budget last night. One of my questions was what exactly that was

523

01:18:06.500 --> 01:18:25.490

Cooper City Hall: the residents money to to conduct that test as opposed to using the Arpa funds to do that because we can leverage the 10,000 so we could find Gotcha. Okay? Alright perfect. No, no, I'm good. I think anything else. Yeah. The the thing. I think that I'm sorry. Go ahead. No, I I think we should hear, at least from

524

01:18:25.890 --> 01:18:37.310

Cooper City Hall: the 2 new commissioners. Do. They have items that they want to potentially talk about. because, you know, otherwise, I'm gonna just steam roll. My thing.

525

01:18:39.390 --> 01:18:42.249

Cooper City Hall: I zoom, I'm thinking, I presume

526

01:18:42.410 --> 01:18:44.839

Cooper City Hall: infrastructure would include parks and rec

527

01:18:46.210 --> 01:18:46.870

Yup.

528

01:18:47.960 --> 01:18:49.840

Cooper City Hall: we're already doing a study.

529

01:18:50.050 --> 01:19:03.460

Cooper City Hall: Yes, and and and again, I think that goes to that piece. We touch on a little bit that if we can work through freeing up some of that money and then moving it through the process to where it becomes unrestricted.

530

01:19:03.600 --> 01:19:19.529

Cooper City Hall: then that definitely allows it for leverage for park improvements would would absolutely be. We can't do it. You you can do it very specific areas on the front end, but on the back end it's a much wider availability use. So so, generally speaking, priority wise. And then.

531

01:19:19.550 --> 01:19:22.749

Cooper City Hall: you know, when I had my first meeting with Mr. Eglson

532

01:19:23.060 --> 01:19:25.909

Cooper City Hall: here, we talked about priorities would be

533

01:19:26.360 --> 01:19:33.910

Cooper City Hall: implementing that, you know, doing a parks and rect master plan. Each of the permission is already directed. But implementing that, we're going to need significant funding at some point

534

01:19:34.260 --> 01:19:35.219

Cooper City Hall: to do that.

535

01:19:35.650 --> 01:19:41.239

Cooper City Hall: beautification. We have a beautification plan we talked about that last night. We proved it

536

01:19:41.270 --> 01:19:43.889

Cooper City Hall: implementing that as well. It's going to cost us money

537

01:19:44.070 --> 01:19:56.079

Cooper City Hall: and road and traffic slash infrastructure improvements. You know, we need. We have a lot of safety issues. We're working on the Pine Island one we're working on. I hate us. Luckily we found avenues to help.

538

01:19:56.210 --> 01:20:04.360

Cooper City Hall: but the height is funding. Pine Island is a major issue that our team is working on. So so those are the

539

01:20:04.480 --> 01:20:18.799

Cooper City Hall: in. In. Broadly speaking, those 3, I agree. I also, you know, I spent the night at the or spent the day the fire station this weekend, and I agree with Mr. And Shrouder's observation that

540

01:20:18.920 --> 01:20:24.380

Cooper City Hall: the the the people serving us could use a little bit of a sprucing up in in their quarters.

541

01:20:24.590 --> 01:20:38.909

Cooper City Hall: Can we get? Can we get it on my Tlc and get them to do it? Yeah, Brett, maybe you need to be appropriate. So that was, I would say, those are my

542

01:20:39.220 --> 01:20:40.340

Cooper City Hall: high price

543

01:20:40.890 --> 01:21:10.170

Cooper City Hall: and my high price. I'm going to agree with my colleague on everything that he said. But I'm going to get into a little more detail in reference to public safety. We had spoken and agreed that we were going to implement traffic calming devices, and we know that once we do one, the entire city is going to want them, and it's going to be several $100,000, so I need, in my opinion, I would like to see that funded, because I know that in reference to safety.

544

01:21:10.270 --> 01:21:31.960

Cooper City Hall: one of the biggest concerns are people that just think, our streets are speedways and we want to. And I know we're we. I know that he left, but I know that we are doing traffic studies to make sure that the 4 initial ones are we have before and after count. So I know that we're moving along. But I know, once it's done. If it's established that it works.

545

01:21:32.010 --> 01:21:41.130

Cooper City Hall: we're going to open up a whole lot of people that want them. and that's going to need to be funded, and also in reference to the parks

546

01:21:42.140 --> 01:21:51.289

Cooper City Hall: we have asked for, and I know that we have people that we're looking into it, and Staff has changed, etc., but we have that one dog park that was removed.

547

01:21:51.930 --> 01:22:10.009

Cooper City Hall: -oh, I got a finger. I'll have an update later for you on city managers report on that. Oh, you're the best, or maybe not. I don't know, you know. That's right. but so that that's something that I want to make sure that we're covered as well, and we also need to

548

01:22:10.360 --> 01:22:13.940

Cooper City Hall: keep in mind that anything that we put on here

549

01:22:14.770 --> 01:22:18.620

Cooper City Hall: needs to be, in my opinion, a one hit.

550

01:22:18.820 --> 01:22:21.800

Cooper City Hall: because if we put on reoccurring.

551

01:22:22.410 --> 01:22:37.710

Cooper City Hall: this money goes away, and then we now need to absorb the cost for reoccurring. So I anything that I'm looking at. I would like to keep that a a 1 one shot deal for lack of a better term, only because I don't think, in in my opinion.

552

01:22:38.220 --> 01:22:44.740

Cooper City Hall: with the cost of Bso going up. you know, with a 5% increase contractually

553

01:22:45.050 --> 01:22:46.940

Cooper City Hall: that equates to

554

01:22:47.240 --> 01:22:53.779

Cooper City Hall: lot of money every year, and then everything else. So I just want to make sure that whatever we incur is not going to be

555

01:22:53.830 --> 01:22:58.520

Cooper City Hall: something that now I need to figure out how I'm paying for that year's years to come. Thank you.

556

01:23:00.360 --> 01:23:01.480

Cooper City Hall: Anyone else

557

01:23:02.670 --> 01:23:05.879

Cooper City Hall: I would really like to emphasize that

558

01:23:07.640 --> 01:23:08.340

Cooper City Hall: part

559

01:23:09.200 --> 01:23:16.539

Cooper City Hall: master plan that I thought was being done by an urban planner. But now it's not whatever

560

01:23:17.340 --> 01:23:46.379

Cooper City Hall: I I believe just a quick, just a quick sidebar included, and I know we get to it last night. my apologies. But you will see in the capital budget discussion that we scheduled for a few weeks from now in early August there is funding for consideration for the for the mayor and commission related to moving forward with it with that true first, I think, master plan for parks for the parts facilities.

561

01:23:46.400 --> 01:23:48.050

Me, too.

562

01:23:49.020 --> 01:23:53.509

Cooper City Hall: Who was the person that told us that that was being worked on?

563

01:23:53.880 --> 01:24:05.180

Cooper City Hall: We'd never fund it. Yeah. So it was. It was the urban and directed it. Yeah, plan, or was going to look at it. And remember it's just I mean God. Don't let me go through 6 months to Carlos. Had somebody under contract or something.

564

01:24:07.970 --> 01:24:11.170

Cooper City Hall: right for all the parts? No, he said, it was. What was it for?

565

01:24:15.450 --> 01:24:20.919

Cooper City Hall: To look at it? The protest and mobility into the parks and to discuss

566

01:24:21.150 --> 01:24:22.730

Cooper City Hall: the potential

567

01:24:22.830 --> 01:24:24.730

Cooper City Hall: piece at

568

01:24:24.740 --> 01:24:26.679

Cooper City Hall: the swallowing part.

569

01:24:26.740 --> 01:24:46.160

Cooper City Hall: to do. Do you cover talking about structure, and then also a potential place for a dock part. But it wasn't the parks. And right? So it will say, that's a fractional portion. But

570

01:24:46.570 --> 01:24:50.220

Cooper City Hall: okay, sorry. That's right.

571

01:24:50.400 --> 01:25:03.650

Cooper City Hall: Yes, it is being worked out. We reached out to all 4 of our consultants. some aren't going to provide a surprise. Others chose to opt out So we're trying to finalize that. But yes, that is being

572

01:25:04.480 --> 01:25:08.900

Cooper City Hall: But that is just a design that is not

573

01:25:08.960 --> 01:25:19.129

Cooper City Hall: okay. So to show you what it could look like. So I understand what you're saying, and maybe my memory is playing tricks on me. But I specifically recall.

574

01:25:19.630 --> 01:25:47.940

Cooper City Hall: while sitting here, we talked about and approved funding where they were going to go over all of the schematics for lack of a better word of all the parts, and see what we needed, because I know people have been asking for additional additional courts for this sport, re allocating this court for another sport, etc., etc., etc., and and actually at one of the meetings, when I was away.

575

01:25:48.140 --> 01:25:54.130

Cooper City Hall: some people came at the Budget meeting. They came here saying we would like additional courts, and the reply was.

576

01:25:54.130 --> 01:26:19.739

Cooper City Hall: We have a master plan, and we're not really we. We want to wait and see. I believe you are the one that replied, that now I'm paraphrasing. No, that's a you are. You are right that we did talk about the master Plan. We do not have a parks and Rec. Master plan. But it was discussed to say, and it was definitely this, discussed in detail, that that's something that we would like to, that the Commission would like us to move forward on from a budgetary state.

577

01:26:20.180 --> 01:26:34.709

Cooper City Hall: You're looking to reallocate funds. I would like to see a parks and record, please, and I thought that was already in the works. Commissioner. It is in the works I've included in our budget. You'll see it, not in the Arpa side, but in the capital budget when we go right here in a couple of weeks. Alright, yes, ma'am.

578

01:26:35.210 --> 01:26:37.940

anything else? Okay?

579

01:26:38.290 --> 01:26:43.689

Cooper City Hall: We got a public comment.

580

01:26:46.040 --> 01:26:47.280

Cooper City Hall: the

581

01:26:48.250 --> 01:26:50.570

Cooper City Hall: motion to adjourn.

582

01:26:51.900 --> 01:26:52.600

Cooper City Hall: Thank you.

CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING

Tuesday, July 25, 2023 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE

Mayor Ross opened the meeting at 6:30 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

Present were Commissioners Mallozzi, Katzman, Shrouder, Green and Mayor Ross.

DECORUM City Attorney Jacob Horowitz

City Attorney Horowitz read the decorum policy as follows: Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission. Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

CHANGES TO AGENDA/EMERGENCY MATTERS

City Manager Eggleston asked to hear item 11 after the completion of Regular Resolutions.

PROCLAMATIONS/PRESENTATIONS

1. **August Yard of the Month – Commissioner Mallozzi**

Commissioner Mallozzi presented Freddy and Ivana Druckerman with August Yard of the Month. Our Community partner Florida Nursery Mart provided the winning homeowner with a $50.00 gift certificate.

2. **Pet Adoption – Commissioner Mallozzi**

Commissioner Mallozzi advised Baloo, a dog is available for adoption by contacting the Humane Society of Broward County at www.humanebroward.com or 954-989-3977 Ext 6. His adoption fee has been sponsored.

3. **Traffic Calming Study Update – Eric Czerniejewski, Corradino Group**

Eric Czerniejewski, from the Corradino Group advised the City Commission approved the traffic study on March 14, 2023. They worked alongside Public Works to collect traffic information from 51 areas

the week of May 15, 2023. They are currently inputting the data to compare the results to the City's traffic calming ordinance. They will meet with BSO and staff on August 16, 2023 to go over the traffic matrix and then develop implementation projects. He was also provided additional information from Captain De Giovanni from the radar signs.

Commissioner Katzman asked the timeline for the finished product. Mr. Czerniejewski answered October. Commissioner Katzman asked for an update on the four traffic calming locations previously approved. City Manager Eggleston will provide an update.

Mayor Ross asked what traffic calming device options they are considering. Mr. Czerniejewski answered they are looking at all options that make sense for each facility. Mayor Ross asked if cost is being considered. Mr. Czerniejewski answered yes.

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns

Fernando Nunez, advised the Special Olympics will be holding a race at Nova University.

CONSENT AGENDA

Minutes

4. July 11, 2023 Commission Meeting Minutes

Motion to Approve

5. Motion to approve the purchase of AEDs - **BSO**
6. Motion to approve issuance of purchase order to Fast-Dry Courts, Inc. for tennis court resurfacing at the Pool and Tennis Center in the amount of $72,515.00 - **Public Works**
7. Motion to authorize a purchase order with Weekley Asphalt Paving, Inc. for parking lot resurfacing at the Pool and Tennis Center in the amount of $66,051.00 - **Public Works**

Commissioner Shrouder pulled item 6.

Commissioner Katzman pulled item 7.

MOTION: Commissioner Green moved to approve the consent agenda with the exception of items 6 and 7. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

6. Motion to approve issuance of purchase order to Fast-Dry Courts, Inc. for tennis court resurfacing at the Pool and Tennis Center in the amount of $72,515.00 - Public Works

Commissioner Shrouder asked if this is the same company that preformed the work on the pickle ball courts. Interim Public Works Director Tim Fleming answered no. Commissioner Shrouder wanted to assure the vendor who did the work at the pickle ball courts is not being used as the courts are cracking. Director Fleming said the asphalt on the courts is cracking and it is not under warranty. The original contractor will not be used to fix the cracks.

Mayor Ross asked the normal replacement schedule for asphalt. Director Fleming answered it depends on various factors. Director Fleming advised the tennis court will be resurfaced with fiberglass that is under warranty.

Commissioner Mallozzi asked how long the fiberglass is warranted. Director Fleming answered one year. Commissioner Mallozzi asked what makes the concrete crack. Director Fleming advised the master plan includes the reconstruction of the entire court.

Commissioner Shrouder asked if the tennis academy is aware of the work that will be completed. Director Fleming answered when he receives the schedule he will advise the tennis academy.

Commissioner Shrouder asked where the additional funding is coming from. Director Fleming answered left over funding from the parking lot work.

MOTION: Commissioner Green moved to approve a purchase order to Fast-Dry Courts, Inc. for tennis court resurfacing at the Pool and Tennis Center in the amount of $72,515.00. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

7. Motion to authorize a purchase order with Weekley Asphalt Paving, Inc. for parking lot resurfacing at the Pool and Tennis Center in the amount of $66,051.00 - **Public Works**

Commissioner Katzman advised there is a new State law that passed that allows asphalt to contain a chemical called phosphogypsom. He asked Director Fleming to contact Weekely Asphalt who confirmed that chemical is not in the asphalt. He would also like an ordinance drafted to prevent this chemical from being used in asphalt installed in the City.

Consensus was reached for the City Attorney's Office to draft an ordinance to prohibit the chemical phosphogypsom from being used in the asphalt in the City.

Mayor Ross disclosed Weekely Asphalt came before him when he served as Special Magistrate for the City

MOTION: Commissioner Green moved to a purchase order with Weekley Asphalt Paving, Inc. for parking lot resurfacing at the Pool and Tennis Center in the amount of $66,051.00. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

REGULAR AGENDA

8. Discussion on a Campaign Finance Reform Ordinance – Commissioner Shrouder

Commissioner Shrouder advised he brought this matter up previously and the Commission asked the City Attorney's Office to look into the legality's of the revision. The legal opinion stated some aspects are allowable. They cannot prohibit the cap with regards to the contribution to either political committees or independent expenditures or change the state authorized amount but they can prohibit contributions from vendors, real-estate developers and lobbyists.

City Attorney Horowitz advised they analyzed the Federal case law, the Supreme Court decisions, and the preemption set out in the Florida statutes. Interestingly the Preemption Statute in Chapter 106 was adopted after the Citizens United vs. Federal Election Commission lawsuit, which embraces the holdings of our Supreme Court decisions. The Commission is preempted from restricting campaign contribution limitations that differ from the limitations under the State. It also goes into broad detail, both in the statute and the case law prohibiting local government or government in general, from limiting contributions to political committees or electioneering communications organizations. There's nothing either in the statute or the case law which would specifically limit a government from regulating contributions from vendors or lobbyists to individual candidates. Commissioner Shrouder

referenced the Miami Beach ordinance and he did have some limited concerns about some of the extent to which that ordinance sought to regulate. It did address contributions to committees that runs somewhat close to the line in the context of the preemption under State and Federal Law, as it relates to donations to specific political candidates.

Commissioner Shrouder would like to adopt an ordinance excluding independent expenditures or political committees that would prohibit campaign contributions from city vendors, real estate developers, and lobbyists.

Commissioner Katzman wants to look at how the City can enforce the ordinance. City Attorney Horowitz said there may be financial penalties available. Commissioner Katzman would like to add a disclosure requirement for when vendor items are being voted on by the Commission.

Mayor Ross asked if it is a historical disclosure or from the elected officials most recent campaign. Commissioner Katzman agreed to the disclosing the information from the elected officials most recent campaign.

Commissioner Green does not support the item. He does not believe taking campaign contributions has ever affected his way of voting and believes this hinders the collection of funds for the candidate to be able to run for office.

Commissioner Mallozzi said she has never had a campaign contribution affect her decision when voting. She spoke on her colleagues excepting money from developers with the exception of Commissioner Shrouder. Currently elected officials are elected at large and the cost to fund mailers to the entire City is in the thousands. She is open to disclosures but she is not in favor of limiting contributions.

Mayor Ross said while he believes that it is ethically correct contributions do not affect voting. The appearance of impropriety is important to him and this helps avoid the appearance of impropriety. The Form 6 requirement was just passed and this also leads to more transparency.

Commissioner Green said all contributions are documented and submitted to the City Clerk's Office. He believes this change will prohibit people from running for office by taking away financial opportunities.

Commissioner Katzman said the contributions can be earned by residents that support the elected official.

Commissioner Green said expectations can be created by individuals.

Mayor Ross said he has never heard any individual bring up money donated to his campaign.

Commissioner Shrouder said every human has implicit bias. The proposed change does not exclude fundraising. He also advised Commissioner Mallozzi raised less money than her incumbent in the last election and she won, proving money does not dictate winning. Commissioner Mallozzi also brought up doubts and issues involving former Public Works Director Tom Good due to contributions he accepted as an elected official. He said normally entities donate money to campaigns because they want favorable things. His goal is to improve transparency. City elections should be decided by the residents.

Commissioner Green said transparency is already in place with the submittal of campaign forms.

Commissioner Mallozzi said realtors are covered by packs and money can be accepted.

Commissioner Shrouder asked Commissioner Mallozzi to explain her situation that arose with regard to Tom Good. Commissioner Mallozzi said Mr. Good did not disclose he accepted contributions from waste companies when he was assisting in a waste contract.

Commissioner Katzman said when he was a State candidate he accepted funds from Robert Klausner and Ron Book.

Commissioner Shrouder spoke on several candidates who did not win an election and had unlimited money.

MOTION: Commissioner Shrouder moved to have the City Attorney's Office draft an ordinance excluding independent expenditures or political committees prohibiting campaign contributions from city vendors, real estate developers, or lobbyists. Including disclosure of any campaign contributions from vendors that are being considered before the City Commission from the elected official's most recent campaign. Commissioner Katzman seconded the motion which prevailed by the following roll call vote (3-2)

NO: Commissioner Mallozzi and Commissioner Green

Yes: Commissioners Katzman, Shrouder and Mayor Ross

9. Discussion on allowing private communities with private roads to add traffic calming measures without producing a full traffic study. – Commissioner Katzman

Commissioner Katzman said he lives in Embassy lakes and witnesses a lot of speeding in the area. He was told a full traffic study is required to put in any sort of traffic calming device. However, he understands the traffic study is needed to confirm there would be no drainage or response time issues.

Eric Czerniejewski, from the Corradino Group advised there is a liability issue. Commissioner Katzman asked what issues can arise with the installation of speed bumps other than drainage.

Commissioner Mallozzi advised placement of the devices away from stop signs and driveways is important.

Commissioner Green said the City is currently paying for a traffic study within the City to determine where traffic devices are needed and they cannot bypass liability issues for private communities.

Commissioner Katzman said he was told it costs $25,000 per traffic study for each speed bump which is not feasible for private communities.

Commissioner Shrouder said he does not know why traffic studies are required and suggested the traffic consultant prepare a report explaining the requirement.

Commissioner Mallozzi said the speed bumps in Embassy Lakes have been installed for almost 20 years but they were told to stop as they were damaging fire vehicles. If guidelines can be created she would support the item. There are certain requirements including signatures from residents.

Commissioner Katzman said he is trying to develop a solution that is less cost prohibitive for the private communities.

Commissioner Mallozzi suggested the communities could meet with a similar committee such as DRC. She also spoke on rumble strips.

Mayor Ross said Embassy Lakes is already perceived as the elitists. The standard of care needs to be adhered to. The studies are needed to assure safety.

Commissioner Katzman said HOA residents pay for their own roads. He would like a base level traffic study accepted and criteria to be developed. Mr. Czerniejewski advised there are costs associated with the study and installation. He advised date points are needed to help determine if speed devices should be installed or not.

Commissioner Mallozzi asked the price of a study for a quarter mile long road. Eric Czerniejewski said around $18,000.

Consensus was reached for the traffic engineer to prepare a memorandum explaining the methodology behind the traffic study requirements and costs.

10. Discussion and possible action on Waste Management's Extension Proposal – Administration

City Manager Eggleston advised he received an updated extension proposal. This is a six month proposal with a 5% adjustment on the Waste Management collection portion of the rate. Waste Management commits to providing for the environmental scholarship program during the extension term but will not accept the termination for convenience clause. Related to the RFP, a bid would be before the Commission in October. This is an emergency situation and an exigent circumstance and the six month extension allows the time for the RFP process.

Mayor Ross asked City Manager Eggleston if he recommends the extension. City Manager Eggleston answered yes.

Commissioner Green supports the extension.

Commissioner Shrouder said the item placed on the agenda does not state it is an exigent circumstance. The contract does not allow for an extension.

City Attorney Horowitz stated his office took time to put together a brief chronology outlining the City's history of its relationship with Waste Management. This contract was initially bid in 2001 for a five year term with two, three year renewals. It was an 11 year contract. In 2006 the Commission went out to bid at the time rejected all the bids, and entered into the first renewal with Waste Management. The initial RFP in 2001 by its own terms should have expired in 2012. Eleven years after the initial term the City had renewed its contract with Waste Management a number of times most recently a five year renewal in 2018. His recommendation is that this is a service that needs to be bid out. The City Manager has stated his process and his timeframe to do that. There are some timing issues here in the context of going out for a full procurement process for solid waste. It's probably the most complex of all of the procurements that the City will ever go through. There's quite a few components to a solid waste procurement process. He does not like the idea from a legal perspective of extending our current contract but under the circumstances we may not have very many options. To the extent that the Commission does intend to extend he would suggest that any extension be limited to the time needed to finalize the procurement process, give the City Commission the opportunity to review the proposals that are ultimately submitted, and make an award for a new contract moving forward.

Commissioner Shrouder asked if the previous amendments were executed poorly in his opinion. City Attorney Horowitz said he believes that the amendments were validly executed, maybe with one arguable exception. There was one amendment in the backup that was executed at the time by the City Manager, and does not appear that that amendment ever went to the Commission. But again, there is some question as to how the contract had been renewed after the initial term, and 2 renewals in the 2001 when the RFP had since expired.

Commissioner Shrouder said there is nothing stating in the backup this is an emergency circumstance. The paperwork was not done correctly in the past and it does not state in the current agenda item the need for this emergency extension. He said he was told by City Manager Eggleston on June 1, 2023 there was enough time. Mr. Eggleston answered that is correct they hoped to have the RFP on an agenda for September for action but it did not allow enough time for transition. Commissioner Shrouder said his biggest issue is, it's not in writing on the agenda. They are bypassing procurement for an extension. They are bypassing procurement because of an emergency. He would like someone's name and in writing, describing the emergency. There is also no financial impact included to state what the 5% increase costs. City Manager Eggleston explained he is not looking for action tonight but a consensus for the City Attorney's Office to draft an agreement.

Commissioner Katzman advised he is in agreement with Commissioner Shrouder and asked if six months is reasonable time necessary and if this extension is unavoidable. Those two requirements need to be stated before he would vote for the extension.

Commissioner Mallozzi thanked Waste Management for the scholarship they provide. The City Manager stated the extension is needed. She advised in November she spoke with the former City Manager and she was told the RFP was being worked on. In December she was also told the Public Works Director was working on the RFP. Then the City received a letter from Waste Management offering a possible extension due to delays in RFP's since Covid-19. That letter was sent in March and we are in July.

Commissioner Shrouder said he will not vote on anything until it is in writing. Moving forward he would like the individual who puts an agenda item forth to write their name on the item and note the fiscal impact.

Mayor Ross said in 2018 he voted no for the renewal of the contract due to the Commission not having the authority to do so. Today, the Commission is faced with a dilemma. There is no doubt in his mind he needs to service the residents. Waste Management offered an extension because they are a great partner.

Commissioner Shrouder stated they are a for profit business.

Mayor Ross said he has difficulty granting the extension but he would rather provide for the residents.

Commissioner Shrouder said the previous Commissions reapproved a contract that should not have been approved. He believes they approved the contract due to bad direction.

Commissioner Mallozzi stated she does not recall if she was given the information stating the extension was not legally correct. She said the City Manager will document that this extension is an emergency.

Commissioner Shrouder wants this matter well documented. Commissioner Shrouder asked City Attorney Horowitz if he stated six months was the lowest amount of time needed. City Attorney

Horowitz responded he did not say six months. He said, the most limited period of time necessary to finalize the procurement process and secure a transition to a new contract. If that new contract involves a new company that will take additional time.

Commissioner Shrouder would like in writing from the City Manager that this is an exigent circumstance and the specific amount of time he needs.

Consensus was reached for the City Attorney's Office to work on a draft extension stating in writing that this is an exigent circumstance and the time he needs to complete the RFP and transition process.

Commissioner Shrouder did not agree to the consensus.

11. Presentation and Motion to approve Evergreen Solutions, LLC's Classification and Compensation Study results – Administration

Rob Williamson, from Evergreen Solutions, LLC and Project Manager gave a presentation. Evergreen Solutions is a national public sector consulting company operating in 47 states. The study process started with a kickoff call and then assessed conditions of the current pay system. He then conducted onsite focus group sessions and conducted an internal equity analysis based on the job assessment employee tool. They then conducted an external equity analysis by surveying the market to determine competitive salary ranges and revised the pay plan to be fair and competitive. An open range pay plan is the recommendation for the City. The participation from the employees regarding the survey was 82%. They received information from 11 market peers. The benefits package with the City appears to be ahead of the market. He recommends an increase in holidays or personal days to impact employee's positivity. The overall market average indicates Cooper City pay ranges are behind the market average at minimum, midpoint and maximum of the pay range. No employees are recommended for a pay decrease. The tenure parity, open range pay plan is the recommendation that brings all employees to a market competitive position and eliminate wage compression based on years of service on the date of implementation. In 2022 there were 20 voluntarily resignations with another 20 in 2021 and turnover is expensive. The cost of the open range tenure parity plan is $403,184.99. The step plan costs $521,090.65. The next steps are having the Commission adopt a pay plan, update job descriptions with essential functions, minimum qualifications and FLSA guidelines, train staff and draft a final report.

Commissioner Green thanked Mr. Williamson for his work. Based on the work provided and his conversations with staff he supports the findings of the compensation plan. The tenure parity brings the employees to the open range pay plan and at the minimum range. He thanked the staff for the work they do every day for the residents.

Commissioner Shrouder asked Mr. Williamson if he reviewed the logs the employees filled out for six weeks. Mr. Williamson answered no. Commissioner Shrouder said the numbers for the City's observed holidays is not accurate. The City is at an average 14 sometimes 15 for holidays with two personal days. Commissioner Shrouder said the direction the Commission gave for the study was not followed. He said the Directors being placed in Senior Management FRS was not considered. The agenda report does not state what the options are for approval. He also advised some positions were given an increase and the recommendation did not state any employees were over paid. He believes the Commission needs to decide on a merit based system or a tenure based system. Commissioner Shrouder asked Mr. Williamson how he looked at compression. Mr. Williamson said tenure parity separates employees based on years of service to remove compression. Commissioner Shrouder said they previously had a step plan and an individual would increase by merit. That was erased with the open pay plan and staff is getting hired at

a higher rate. Mr. Williamson said based on the market the higher range is required. Commissioner Shrouder said he does not believe the turnover is high for government. He is uncomfortable adopting a plan without the foundation established. He believes increasing all the employees to the same rates will cause issues for employees who have been with the City longer. The Directors were just moved to a FRS Management plan but they are still recommended for a pay increase. The pay increases need to be for the employees on the low side of the scale. Mr. Williamson said Commissioner Shrouder's comments are valid but the step plan does not provide for advantage. He said the Director increases were based on the new market competitive pay ranges. He also did not have the data on when a staff member was moved to their current position. Commissioner Shrouder said there is no policy for the open pay plan. The current policies are based on the previous step plan.

City Manager Eggleston said the tenure parity does address some issues within the pay system that exist. He also said we have a lot of employees who are at the maximum for their pay grade and in general employees should not be at maximum. He said the City needs a compensation policy.

Commissioner Shrouder said most of the recent turnover was due to management. Mr. Williamson said there were other issues articulated in outreach to include management, the City Commission and pay.

Commissioner Shrouder stated issues with the Commission are related to management not communicating with the employees.

Commissioner Green said or the City Commission overstepping.

Commissioner Shrouder said the item would have been easier if recommendations were clearly placed on the agenda.

Mr. Williamson recommends tenure parity.

Commissioner Shrouder asked Utilities Director Raj Verma if the results of this study addresses the inequalities he has in his department. Utilities Director Raj Verma said at a large extent it does but the outcome of the results does not address all the issues raised. His recommendation is that a format is developed to address the parity issues. This is a foundation that needs to be fine-tuned. There is not a one fix solution but this does address a 75% standard.

Commissioner Shrouder asked what the City is asking the Commission to approve.

HR Director Lourdes Mantecon passed out a spreadsheet. Commissioner Shrouder said this information should not be placed before the Commission the night of the meeting.

Commissioner Green said the Commission directed the staff to engage in a compensation study and now the results are presented.

Commissioner Katzman said he appreciates staff and this conversation affects a large portion of the budget so due diligence is needed. He asked if job descriptions will be revised. Mr. Williamson said job descriptions will be updated after the plan is approved. Commissioner Katzman asked if job titles are being changed. Mr. Williamson answered yes, there are some recommendations. Commissioner Katzman asked if he is recommending a step plan or an open range plan. Mr. Williamson said he is recommended the tenure parity at an open range. Commissioner Katzman asked if the $403,184 amount indicated is budgeted. City manager Eggleston answered yes, in contingency.

Commissioner Mallozzi said if Mr. Williamson has not looked at what the employees have been doing how will the job title changes be accurate. Mr. Williamson said the job assessment survey gave them the

information needed from the employees. Commissioner Mallozzi wants to assure the money needed projected is accurate and wants to assure positions are not misclassified.

Director Mantecon advised the job assessment tool collected the data needed. There was also a supervisor review. Mr. Williamson said there were several meetings to assure classifications were accurate.

Commissioner Mallozzi asked if the Senior FRS benefits not being included affects the results. Mr. Williamson answered no the recommendations were based on market salaries. Commissioner Mallozzi asked if the benefit packages were calculated from the municipalities we surveyed. Mr. Williamson said he can prepare that information.

Mayor Ross said he does see an implementation methodology. The recommendation was not clearly presented. He would like the recommendation to be clearly laid out with the affects listed. He suggests implementation starting October 1, 2023. He would also like to be provided with the final report.

Commissioner Shrouder said he does not want to ratify any job title changes with a pay plan approval.

Mayor Ross asked that the item be placed on the August 22, 2023 Commission Meeting agenda.

Mayor Ross asked City Attorney Horowitz what affect passing the compensation study will have on Union negotiations.

City Attorney Horowitz said he would like the opportunity between now and August to meet with our Labor Council. We know once the Union is formed prior to the adoption of our first collective bargaining agreement the city is in a position of having to maintain the status quo, as it relates to wages, benefits, and working conditions and this may have some bearing on that overall discussion. He anticipates having a closed door session with the Commission to further address that issue with the intent of hopefully bringing something to the Commission to consider within the next couple of months.

Mr. Williamson will add elements to the benefit factor but they do not typically finalize the report until there is Commission action. The draft report will be started but not completed.

Mayor Ross asked that recommendations be made clear and concise.

REGULAR RESOLUTIONS

12. **Resolution 23-11 (Administration)**

City Attorney Horowitz read “A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE 457 GOVERNMENTAL PLAN AND TRUST OPTIONAL PROVISIONS ELECTION FORM, ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE” by title.

Commissioner Shrouder said the staff report had no financial impact or details with regard to why the City is recommending the item. City Manager Eggleston advised this allows a Roth 457 option with no employer contribution.

City Attorney Horowitz advised in the past the Commission did approve expansions to benefits so in an abundance of caution he recommended Commission approval.

MOTION: Commissioner Mallozzi moved to approve Resolution 23-11. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (4-0) *Commissioner Mallozzi was not present on the dais.*

13. **Resolution #23-12 (BSO)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE CITY OF COOPER CITY, THE BROWARD SHERIFF'S OFFICE, AND RENAISSANCE CHARTER SCHOOL, INC., FOR SCHOOL RESOURCE OFFICER SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

Mayor Ross asked where a representative from Renaissance Charter School was. He also stated BSO receives a benefit from the agreement. Captain De Giovanni said he is trying to facilitate the City's conditional use requirement for Renaissance Charter School and ensure that the City is reimbursed for that SRO that is already in the staffing compliment. Mayor Ross said the City should not be included in the agreement.

Commissioner Shrouder moved to call the vote. Commissioner Green seconded the motion.

MOTION: Commissioner Shrouder moved to approve Resolution 23-12. Commissioner Green seconded the motion which prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Shrouder and Green

NO: Mayor Ross

14. **Resolution 23-13 - (Finance)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF COOPER CITY, FLORIDA; DESCRIBING THE METHOD OF ANNUALLY ASSESSING FIRE SERVICES COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF COOPER CITY; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR THE ESTABLISHMENT OF THE ASSESSED COSTS AND ASSESSMENT RATES FOR FIRE SERVICES FOR FISCAL YEAR 2023-2024; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

Commissioner Shrouder asked if there is an increase proposed. City Manager Eggleston answered residential rates are staying the same with no increase, however commercial rates are increasing. Commissioner Shrouder asked if we are lowering the percentage at which it is being funded. City Manager Eggleston said they will engage with an outside firm next year. Commissioner Shrouder said he believes the rate should be the same as last year at 81%. He would prefer to assess individuals on service not ad valorem. The State Legislature continues to add exemptions and the burden is passed to some users and not others. Commissioner Shrouder asked what the calculations are with the rate at 81%.

City Attorney Horowitz said the resolution approving the preliminary rates needs to be provided to the Property Appraiser's Office by August 4, 2023.

City Manager Eggleston said if the 81% is the desire of the Commission they can calculate that and include it in the Resolution.

Commissioner Shrouder would like the assessment to be accurate for actual costs and avoid subsidizing the loss in the millage.

Commissioner Katzman agrees with the rate of 81%.

Commissioner Mallozzi said in her tenure when a finance item was on the agenda, a representative from the Finance Department was present. Tonight, no one is available. She said if the short term rentals were considered commercial the City could obtain more revenue. She is not comfortable with voting on something without the data. She would rather assess the cost evenly with the assessment instead of with the millage at is assessed at different rates. She also stated the ARPA funds are not sustainable and the millage cannot be decreased and the City can still afford to provide tree and sidewalk work.

Commissioner Shrouder said the State Legislature every year passes additional exemptions so charging the fire assessment is a fair distribution as opposed to the millage that is assessed unevenly. He said the public safety services need paid for.

City Manager Eggleston said if the Commission goes back to the 81% the numbers will be given before the budget is approved.

Commissioner Katzman said the BSO contract needs to be paid by either the fire assessment or ad valorem.

Commissioner Green moved to collect at 81%. Commissioner Shrouder seconded the motion.

Mayor Ross said he has no issue with the 81% as that number can always be reduced.

MOTION: Commissioner Green moved to approve Resolution 23-13 at 81%. Commissioner Shrouder seconded the motion which prevailed by the following roll call vote. (4-1)

NO: Commissioner Mallozzi

YES: Commissioners Katzman, Shrouder, Green and Mayor Ross

15. **Resolution 23-14 (Finance)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 5.8750 FOR THE FISCAL YEAR 2023-2024 COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

Commissioner Shrouder moved to approve 5.75. Commissioner Katzman seconded the motion for discussion.

Commissioner Shrouder asked the amount for a rate at 5.75.

Commissioner Green does not support 5.75. In conversations with the City Manager and staff 5.8750 brings in roughly $2.1 million dollars and with the property values rising that brought in an additional $2.1 million dollars and that allows the City just enough to pay the increase with BSO. He supports BSO

and the staff and wants to make sure he is providing the City Manager adequate funding to execute the needs of the community. The ARPA funds will not be available every year.

Commissioner Shrouder said he is not proposing the rollback rate. The past five years the rate was lowered and they were able to balance the budget and add reserves. Public safety has increased and the rate has been lowered yearly.

Commissioner Mallozzi said at the rate proposed after the increase from BSO the City will not be left with a plethora of funds.

Mayor Ross said from the 5.875 to the 5.815 it is a difference of $263,000. He would prefer to approve the 5.875 and have the opportunity to decrease in the future.

Commissioner Mallozzi said everything is up in costs. She said items were placed in the ARPA budget which allowed for savings in the regular budget.

Commissioner Katzman said costs have gone up and we live in a higher end community with needs. Capping it at the current millage the residents will receive a notice that property taxes have gone up. If the rate is approved at 5.75 they will still receive a notice that the taxes have increased.

Commissioner Green said the average medium income in Cooper City is roughly $90,000. He has not heard complaints with the current cost of the ad valorem collection.

Commissioner Mallozzi said BSO is up $1.2 million dollars.

MOTION: Commissioner Shrouder moved to approve Resolution 23-14 at the rate of 5.75. Commissioner Katzman seconded the motion which failed by the following roll call vote. (3-2)

NO: Commissioners Mallozzi, Green and Mayor Ross

YES: Commissioners Katzman and Shrouder

Commissioner Mallozzi moved to approve the rate of 5.875. Commissioner Green seconded the motion.

Commissioner Shrouder said he does understand why his colleagues are opposed to lowering tax rates for the residents. The decrease is around $40,000.

Commissioner Mallozzi clarified she is opposed to not having a member of staff available to provide data on the decrease.

Commissioner Shrouder said the fire assessment increase is based on BSO service. The lowering of the millage is merely $40,000.

Commissioner Mallozzi said she raised the taxes in the past to build reserves.

Commissioner Katzman asked if the fire assessment goes to 81% would the difference be more than $40,000. He asked for a friendly amendment with a rate of 5.865 that is a $40,000 difference. This shows the residents we are looking to preserve their money and integrity.

Commissioner Mallozzi would like to eliminate the Park Ranger position to afford the loss.

Commissioner Shrouder said the savings is in the budget due to the budgeting of a vehicle in Recreation that was already purchased.

Mayor Ross said he does not oppose a rate of 5.865. His difficulty is he does not know the result of the 81% collection of the fire assessment.

Commissioner Mallozzi said she is not opposed to the 5.865 if figures can be provided.

MOTION: Commissioner Mallozzi moved to approve Resolution 23-14 at the rate of 5.875. Commissioner Green seconded the motion which failed by the following roll call vote. (3-2)

YES: Commissioner Mallozzi and Green

NO: Commissioners Katzman, Shrouder and Mayor Ross

MOTION: Commissioner Katzman moved to approve Resolution 23-14 at the rate of 5.865. Commissioner Shrouder seconded the motion which prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Shrouder and Mayor Ross

NO: Commissioner Green

16. **Resolution 23-15 (Administration)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, SUPPORTING HONORARILY DESIGNATING THE PORTION OF S.R. 823/ SOUTH FLAMINGO ROAD BETWEEN SOUTHWEST 52ND STREET AND SOUTHWEST 55TH STREET IN BROWARD COUNTY AS ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL WAY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

Commissioner Mallozzi does not want to pay for the signage.

Commissioner Shrouder said the last he heard the Florida Department of Transportation was not allowing the LPR readers on their streets and now they are requesting action from the City. Captain De Giovanni advised there was a legislate change directing the Florida Department of Transportation to create a permitting process.

MOTION: Commissioner Mallozzi moved to approve Resolution 23-15. Commissioner Green seconded the motion which prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Green and Mayor Ross

NO: Commissioner Shrouder

The Commission returned to item 11.

CITY MANAGER REPORT

17. Solid Waste RFP Update

City Manager Eggleston said he reached out to the Town of Davie so they have been working on a full review of the RFP. They received today a full review and have a copy of the draft schedule. The proposal will be issued and advertised on August 9, 2023. The anticipated award is Tuesday, October 24, 2023.

18. Emergency Purchase Authorization Notice

City Manager Eggleston said an emergency purchase was made for the waste water treatment plant.

19. Budget Transfer Notifications

No budget transfer notifications.

City Manager Eggleston said Sallarulo's Race for Champions will be held on November 4, 2023 at 7:00 AM. He will also have some recommendations on Dog Park locations in August.

CITY ATTORNEY REPORT

None.

POLICE CHIEF'S REPORT

20. Police Chief's Report

Captain De Giovanni advised he has been working with the City Manager to develop a proposal for a nonprofit grant program for HOA's for LPR's and Real Time Crime Center connectivity that will be brought forward in August. He also advised Lieutenant Tozzie will be attending the August 8, 2023 meeting in his place. National Night Out will be held the Friday of the week of August 4, 2023. The RAD Kids program will start on July 30, 2023 and the program runs for two weeks. A Chip-a-pet event will be held on September 16, 2023 and the Shred-a-Thon will be held on October 21, 2023 at 10:00 AM.

FIRE CHIEF'S REPORT

21. Fire Chief's Report

Chief Harrington had no additions to his report.

Commissioner Katzman thanked Chief Harrington and Shift A for hosting him on a ride-a-long.

Mayor Ross asked for the addresses for the calls that had over a nine minute response time. Chief Harrington said he will include a map in each report.

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

Commissioner Green apologized for his outburst earlier and wants to do what is in the best interest of staff.

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

None.

ADJOURNMENT

The meeting adjourned at 11:22 PM.

The minutes of the Regular Commission Meeting of July 25, 2023 were approved during the Regular City Commission Meeting of August 22, 2023.

Greg Ross, Mayor

Tedra Allen, City Clerk

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

WEBVTT

1

00:00:00.000 --> 00:00:01.300

About few.

2

00:00:02.000 --> 00:00:16.610

Cooper City Hall: and the beauty of the arpa knowledge is that they complement various projects for which we have budgeted. The gym was refurbished, and the flooring was replaced, walls were repainted, and the new fitness equipment was installed over at the pool and tennis center.

3

00:00:16.840 --> 00:00:34.040

Cooper City Hall: staying with fitness. And if you're going to support that promotion. If you don't mind me, I will be remotely not to mention the pickleball courts at 20. And 8. The courts were resurfaced before last year, and we're enjoyed by hundreds of people each week during 2,020,

4

00:00:34.280 --> 00:00:37.010

Cooper City Hall: pretty and justice for all. Broker.

5

00:00:38.950 --> 00:00:45.389

Cooper City Hall: commissioner, commissioner, commissioner, commissioner.

6

00:00:47.940 --> 00:00:49.479

Cooper City Hall: and Norway's.

7

00:00:50.020 --> 00:01:07.800

Cooper City Hall: You're right, thank you. Good evening, Mayor Commission for the record. The city's decorum policy reads as follows, members of the Commission, staff, members, citizens and others are required to use civil and appropriate language, and addressing the Commission, or anyone present at the meeting, and must refrain from using profanity, cursing or exhibiting aggressive or threatening behavior.

8

00:01:07.840 --> 00:01:14.650

Cooper City Hall: All comments should be generally directed to the presiding officer and not the individual members of the Commission staff or the audience.

9

00:01:14.770 --> 00:01:21.819

No personal verbal attacks toward any individual, either the commission, staff, citizens, or others, shall be allowed during any meeting of the Commission.

10

00:01:22.110 --> 00:01:49.650

Cooper City Hall: Any person making impertinent or slanderous remarks or personal attacks, or who comes boisterous while addressing the Commission, or who otherwise violates the decorum rules set forth here in, or shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission, unless permission to continue, or again, address the Commission, be granted by a majority of the Commission members present. Thank you. Mayor Commission, thank you. And Mr. City manager, do I have any changes to the agenda or any emergency matters.

11

00:01:49.840 --> 00:01:50.910

Cooper City Hall: Okay?

12

00:01:51.490 --> 00:02:10.789

Cooper City Hall: Yes, Mr. Mayor, just one item. If I could. procedurally, if it's okay with yourself and the mission, I'd like to move the presentation related to the Comp. Study to directly after our resolutions. If that's acceptable to the board. Thank you. Anyone have any objection to that hearing. It's I'm number 11,

13

00:02:11.440 --> 00:02:18.030

Cooper City Hall: hearing none. We'll move that. and we're up to public speaking. I've got one person signed up

14

00:02:19.220 --> 00:02:20.320

Cooper City Hall: proclamation.

15

00:02:20.930 --> 00:02:26.270

Cooper City Hall: You're right. We have 2 proclamations. Let's go down to the podium, and I'll meet everyone down there.

16

00:02:32.950 --> 00:02:33.610

Cooper City Hall: Okay.

17

00:03:02.710 --> 00:03:16.349

Cooper City Hall: before I announce the yard of the month Winter. We want to thank our community partner, Florida nursery mark for the generous contribution of a gift certificate for $50 to be presented to the winning homeowner.

18

00:03:16.430 --> 00:03:44.490

Cooper City Hall: and tonight we are pleased to announce the yard of the month of August. Key criteria include manicured yard beautification, originality, and creativity. The upkeep of the art can reflect the efforts of the residents themselves, or that of a professional landscape or a groundskeeper. This mount this month. Proud recipient, reside in my district, and please join me in congratulating Freddy and Ivana druckerman, and look at that awesome skeleton

19

00:03:44.830 --> 00:03:46.350

Cooper City Hall: and yard

20

00:03:51.100 --> 00:03:55.419

Cooper City Hall: for you, too. I would just like to say that I know

21

00:03:55.430 --> 00:04:02.589

Cooper City Hall: many children and adults that look forward to driving down Ninetieth Avenue because they want to see the different

22

00:04:03.060 --> 00:04:17.759

Cooper City Hall: clothes and different outfits and costumes that the skeleton have, and I know that the children of Cooper City elementary that get to drive down that street daily. Love it, everybody, everybody. And if you'd like to say something

23

00:04:17.880 --> 00:04:31.520

Cooper City Hall: we're just happy that we pretty much get such a positive outlook on the skeleton. we do it just for the smiles. And we're happy that about 88% of the reactions are super positive.

24

00:04:31.560 --> 00:04:34.789

Cooper City Hall: We don't. We ignore the other 12%.

25

00:04:35.010 --> 00:04:42.830

Cooper City Hall: And this is for you all to put in your yard. You put it right underneath, Mr. Skeleton. And if you like to join everyone for a photo, of course.

26

00:04:44.880 --> 00:04:46.750

Cooper City Hall: that's

27

00:04:47.100 --> 00:04:51.130

Cooper City Hall: your dad would be proud of. Yeah.

28

00:04:51.270 --> 00:04:52.440

Cooper City Hall: okay.

29

00:04:52.630 --> 00:04:55.340

Cooper City Hall: okay.

30

00:04:56.170 --> 00:04:56.900

okay.

31

00:05:45.280 --> 00:05:48.360

Cooper City Hall: thanks, Commissioner. Hey?

32

00:05:50.100 --> 00:05:52.070

Cooper City Hall: We have our photo of our tech.

33

00:05:54.020 --> 00:06:11.810

Cooper City Hall: Hello! My name is Belo, and I would love to go home with you. I am just over a year old and weigh 72 pounds. I am a fun, loving fellow, whose past is a mystery. Since I arrived at the shelter as a stray, and my family has not come looking for me

34

00:06:11.810 --> 00:06:25.799

Cooper City Hall: during my recent photo shoot for this cute picture. I showed off what I know. I will sit, give paw and give you the other one. If you ask, I might talk to you, so you'll throw a ball for me to chase after

35

00:06:26.020 --> 00:06:38.919

Cooper City Hall: it is unknown how I am with other dogs or cats, but if we do a meat and greet, if you have another dog at home and you are interested in me, I will admit I pull on the leash, but that's just because I'm excited to go somewhere.

36

00:06:38.990 --> 00:06:58.999

Cooper City Hall: Thanks to Dolly's dream, my application, my applicant, my adoption fee, is sponsored, and I get to go home with goodies to help me settle in. If you are interested in this pet or any other pet, you can go to the Humane Society main broward.com, and find out more information. They all appreciate you looking at them. Thank you.

37

00:06:59.370 --> 00:07:03.660

Cooper City Hall: Thank you. And we've got the track, the coming study. Update Eric

38

00:07:08.940 --> 00:07:10.180

Cooper City Hall: Corandino group.

39

00:07:11.410 --> 00:07:12.740

Cooper City Hall: Welcome.

40

00:07:14.530 --> 00:07:15.600

Cooper City Hall: Good evening.

41

00:07:15.850 --> 00:07:20.250

Cooper City Hall: Mayor Commissioners City manager, Eric Schmidt with the Cordino group.

42

00:07:20.610 --> 00:07:31.390

Cooper City Hall: Just ask for some here. It is a quick update on where we're at on the traffic home study. Our contract was approved by the City Commission back on March fourteenth.

43

00:07:31.520 --> 00:07:37.390

Cooper City Hall: 23 of your guys. The meeting a purchase order in Ntp. Was issued

44

00:07:37.510 --> 00:07:40.669

Cooper City Hall: to us on May eighth and then we

45

00:07:40.850 --> 00:07:47.750

Cooper City Hall: proceeded to continue to work with Public Works Department to fine tune that the number of locations

46

00:07:47.820 --> 00:07:53.599

Cooper City Hall: that we are going to collect traffic accounts for. So we did that. And those 51 locations were

47

00:07:53.690 --> 00:08:06.710

Cooper City Hall: collected the week of May fifteenth before schools was went out for summer break. those 72. Our accounts were collected and provide to us from our by our

48

00:08:06.770 --> 00:08:16.190

Cooper City Hall: traffic data collection vendor. On June twentieth. we we've met with the City man, new city Manager Public Works Department with him

49

00:08:16.470 --> 00:08:25.019

Cooper City Hall: and the prior sheriff's office. on July twelfth. Provide an update meeting on that data that we just we just received.

50

00:08:25.190 --> 00:08:31.820

Cooper City Hall: we're currently reviewing the locations. and we're creating a matrix that's

51

00:08:32.150 --> 00:08:35.189

gonna compare the 85 percentile speeds

52

00:08:35.270 --> 00:08:45.220

Cooper City Hall: against the post is to be limited for all those locations. then we'll cross-check those against the city cooper cities, traffic, common ordinance

53

00:08:45.380 --> 00:08:48.890

Cooper City Hall: which there are certain criteria

54

00:08:48.970 --> 00:09:00.680

Cooper City Hall: number of lanes, 85 percentile speed being over 10 miles per hour, with the post speed limit. 80 TV and no greater than 2,000 vehicles per day, no less than 500 vehicles per day. So we'll go through that whole process.

55

00:09:00.830 --> 00:09:09.689

Cooper City Hall: Get that matrix developed, and then we'll summarize the high speed locations. and then create you know, high speed being over

56

00:09:10.000 --> 00:09:16.909

Cooper City Hall: 10 miles per hour over. But you know we'll look at anything over 4 anything over 4 miles per hour, or then you start looking at

57

00:09:17.650 --> 00:09:28.019

Cooper City Hall: enforcement, which I know has been talked about before, and then the other traffic on the devices you get to like 8 miles per hour, or greater. so that will be them.

58

00:09:28.310 --> 00:09:34.109

Cooper City Hall: The one of the next steps we have another meeting set up. with the same group

59

00:09:34.650 --> 00:09:39.090

Cooper City Hall: with City Manager Briar Sheriff's. Both works on the sixteenth of August.

60

00:09:39.230 --> 00:09:46.730

Cooper City Hall: So we'll have a better idea on that list. and I know. The ultimate goal is to create traffic calling alternatives

61

00:09:47.000 --> 00:09:55.579

Cooper City Hall: for all locations that meet cities. Code requirements for traffic. Call me to develop those into short term midterm and long term

62

00:09:55.680 --> 00:09:58.250

Cooper City Hall: implementation projects.

63

00:09:58.290 --> 00:10:06.720

Cooper City Hall: how it would be put into capital improvement project list, or a list of grant opportunities that are available.

64

00:10:06.980 --> 00:10:12.230

Cooper City Hall: and I, you know, very familiar with the conversation that was held in January

65

00:10:12.280 --> 00:10:25.839

Cooper City Hall: about a number of the locations I'm very aware of that, were mentioned 49 Street between flaming around 11850 s, between Palm and 94, 2 location on one Eighteenth Griffin on 49 Street

66

00:10:26.000 --> 00:10:34.070

Cooper City Hall: and 50 s 57. So we're we're looking at all those location. I don't want to give out like that preliminary analysis as far as what some of the

67

00:10:34.120 --> 00:10:45.999

Cooper City Hall: because it's still new, we're going through it. But as far as how many miles per hour with road roads, but certainly by the August eighteenth meeting we'll have that information, and then we'll

68

00:10:46.230 --> 00:10:50.790

Cooper City Hall: one other thing I do I would like to mention this afternoon, and I' with the captain.

69

00:10:50.960 --> 00:10:54.139

Cooper City Hall: He did provide me

70

00:10:54.830 --> 00:10:57.490

Cooper City Hall: additional information from the radar signs

71

00:10:57.600 --> 00:11:14.159

Cooper City Hall: that you guys have put on. some of those facilities I just mentioned to use. You know. Obviously, we're going to use our independent data. That's collected the week of May fifteenth. But certainly every data point matters. And so we'll use that as calibration for for what we're doing. So that's that's the update I have at this time.

72

00:11:14.620 --> 00:11:16.250

Cooper City Hall: Thank you. Any questions

73

00:11:17.090 --> 00:11:30.270

Cooper City Hall: you mentioned, Captain? sir, thank you. So you said, there's an August which meeting do you mean? In August? There's no August eighteenth, August sixteenth, and it's some meeting right? not especially with it. So.

74

00:11:30.380 --> 00:11:36.749

Cooper City Hall: meeting with our group. Oh, I thought, you're presenting at the Commission meeting

75

00:11:36.920 --> 00:11:53.289

Cooper City Hall: project ultimately at the from the beginning of the project. It was a 180 days. But we're we're anticipating, like by October, to have the study finished. So, which is a little bit early about a month early. So thank you, and then is probably more for the manager.

76

00:11:53.570 --> 00:12:00.530

Cooper City Hall: The, I believe, 4 projects that we had directed previous manager to implement.

77

00:12:00.710 --> 00:12:06.880

Cooper City Hall: I don't know. Do those need a traffic study, or were those bypassing the traffic study

78

00:12:08.190 --> 00:12:14.219

Cooper City Hall: you? You know, Commissioner, you have requested those. probably in November or December. Right?

79

00:12:17.530 --> 00:12:18.510

Cooper City Hall: I can.

80

00:12:19.660 --> 00:12:30.710

Cooper City Hall: but I can look into the those 4 particular items, and and and circle back with with with you. I think one was one of 6, and there was one on 50. Second, right?

81

00:12:31.170 --> 00:12:35.570

Cooper City Hall: A couple of maybe one in 1 18, something like that.

82

00:12:37.170 --> 00:12:41.269

Cooper City Hall: Also 49. Okay. maybe I'm wrong. I don't think

83

00:12:42.010 --> 00:12:46.730

Cooper City Hall: I'm just trying to think of. I think it was quadrants.

84

00:12:47.100 --> 00:12:51.290

Cooper City Hall: the locations are part of the site. But but so that means we can't implement them

85

00:12:51.800 --> 00:12:54.020

Cooper City Hall: prior, just for the those 4,

86

00:12:57.230 --> 00:13:07.600

Cooper City Hall: because they need to set the right. They need to set the ground rules for the ground numbers in order to right.

87

00:13:07.820 --> 00:13:13.040

Cooper City Hall: Okay, thank you. My next question is.

88

00:13:13.170 --> 00:13:16.789

Cooper City Hall: are you able to stay for item 9.

89

00:13:17.290 --> 00:13:37.679

Cooper City Hall: Any other questions I would like to understand from you the options, as far as coming devices are concerned. Why are you considering all options meaning from speed bumps to con, to road strips, to stop signs? Are you considering all options.

90

00:13:37.820 --> 00:13:46.570

Cooper City Hall: all options. We? When we look at this, we look at a number of different criteria, including fdot has

91

00:13:46.790 --> 00:13:49.080

Cooper City Hall: the Florida.

92

00:13:49.750 --> 00:13:58.050

Cooper City Hall: I apologize. I always remember this. The road and bridge our speeding.

93

00:13:58.140 --> 00:14:06.339

Cooper City Hall: that's apologize. It's quarter statue 3, 1, 6, 1, 8, 9 floor department transportation speed zone. He probably is road streets. That's a manual. It kind of talks about

94

00:14:06.380 --> 00:14:14.230

Cooper City Hall: speed on the facilities and different options. And when you should them from the traffic on the devices. But to answer your question, Fhwa has

95

00:14:14.280 --> 00:14:26.650

Cooper City Hall: a a variety of different traffic, common devices for either horizontal deflection, vertical deflection speed table speed humps us. We'll be looking at all options that makes sense in the context for each of the

96

00:14:26.690 --> 00:14:39.699

Cooper City Hall: facilities that meet, that that those code requirements from the city. So so, all of them taking cost into account as well. I'm sorry taking cost into account, and we'll look at the cost and stuff. We'll have that as far as the

97

00:14:40.280 --> 00:14:44.230

Cooper City Hall: That menu. I guess a list of the priority improvements.

98

00:14:44.510 --> 00:14:51.960

Cooper City Hall: the

99

00:14:51.980 --> 00:14:55.070

Cooper City Hall: all the number of items factor into

100

00:14:55.310 --> 00:15:03.170

Cooper City Hall: If a facility is has the right context for traffic on the devices. Thank you. Any other questions.

101

00:15:04.650 --> 00:15:07.069

Cooper City Hall: I thank you very much.

102

00:15:07.340 --> 00:15:17.580

Cooper City Hall: Moving on to the open public meeting agenda concerns. We have one person signed up for public speaking, and it's Fernando Nunes.

103

00:15:21.700 --> 00:15:27.109

Cooper City Hall: They is mayor. You waste money for us. Big check for person. Olympic. Thank you so much.

104

00:15:28.330 --> 00:15:29.000

Cooper City Hall: Thank you.

105

00:15:29.250 --> 00:15:36.669

Cooper City Hall: press Olympic coming up now race is coming up now. Big race coming up soon

106

00:15:39.190 --> 00:15:42.970

Cooper City Hall: say that again.

107

00:15:47.330 --> 00:15:50.840

Cooper City Hall: Okay, no, no.

108

00:15:51.380 --> 00:15:54.010

Cooper City Hall: Nova college is that early in the morning

109

00:15:54.140 --> 00:15:58.049

Cooper City Hall: to all day? What date? I don't know. I'll go find out

110

00:15:58.060 --> 00:16:00.789

Cooper City Hall: when you do let us know. Okay, thank you.

111

00:16:02.180 --> 00:16:03.989

Cooper City Hall: Anyone else wishing to speak.

112

00:16:04.730 --> 00:16:10.070

Cooper City Hall: seeing none, we'll move on consent. Agenda. Do I have a motion so moved by Commissioner Green.

113

00:16:10.130 --> 00:16:21.960

Cooper City Hall: I have. Item, I would like to pull 6. I'm number 6. It's pulled yeah, and 7 and 7. We have 4 and 5 motion by Commission of Green.

114

00:16:22.440 --> 00:16:25.179

Cooper City Hall: second by Commissioner Shrouded.

115

00:16:25.810 --> 00:16:27.049

Cooper City Hall: Call the vote, please.

116

00:16:28.560 --> 00:16:36.190

Cooper City Hall: Commissioner Melosie, Commissioner Katzman. Yes, Commissioner, shrouded Commissioner Green.

117

00:16:36.250 --> 00:16:37.829

Cooper City Hall: Item number 6.

118

00:16:38.000 --> 00:16:49.480

Cooper City Hall: Do I have motion to approve this, and once a purchase order to fast dry courts, Inc. For tennis court, resurfacing it on tennis center, and the amount of $72,515.

119

00:16:49.790 --> 00:16:52.680

Cooper City Hall: So moved by commission to Green, second by

120

00:16:52.790 --> 00:16:56.089

Cooper City Hall: Second Commissioner Catsman mentioned Green.

121

00:16:56.520 --> 00:17:03.429

Cooper City Hall: I'm good, sir. Yes, I have questions just the same. Company that

122

00:17:04.300 --> 00:17:12.560

Cooper City Hall: to do the racket ball or pick a ball boards. No, this is our second vendor. This is the what this is. Our second vendor on our contract.

123

00:17:15.170 --> 00:17:29.220

Cooper City Hall: Okay? who was, do you know who was the one that did the pick of upwards for surfaces for services? Okay? So we had 2 vendors approved. Yeah, when we approved one we put this out to bed, we awarded it, the 2 contractors.

124

00:17:30.080 --> 00:17:33.850

Cooper City Hall: okay. And so one of the things that

125

00:17:34.700 --> 00:17:37.600

Cooper City Hall: I was the item, Mr. Manager. It wasn't uploaded.

126

00:17:38.820 --> 00:17:49.019

Cooper City Hall: all right. I I prefer these things to be uploaded earlier, so I've been through the agenda twice

127

00:17:49.670 --> 00:17:55.069

Cooper City Hall: but my concern was at the time I wanted to make sure it wasn't the

128

00:17:55.540 --> 00:18:05.469

Cooper City Hall: vendor that did the pickable for it, because it was appeared to be cracking. That's has nothing to do with the vendor that has to do with the surface of the asphalt, the asphalt.

129

00:18:06.780 --> 00:18:22.679

Cooper City Hall: It's not concrete. It's as well, and the asphalt is cracking because the minerals are coming out of the asphalt. So. But I thought you guys said it might be a warranty. You're going to look at it. There we have. I have. I have the second contractor. This contractor is going to be fixing it for me, not the original contractor.

130

00:18:22.790 --> 00:18:34.889

Cooper City Hall: but they don't have an issues with them. Are we paying? Yeah, it's not under. It's not under warranty. Cracks are not under warranty because of the minerals that are coming out of the as well, they as well as old.

131

00:18:35.670 --> 00:18:43.390

Cooper City Hall: So let me intend a vendor who is familiar with their own product, laid it on asphalt that they knew would not hold it.

132

00:18:43.750 --> 00:18:51.650

Cooper City Hall: You don't know. The cracks are. They've already fixed certain cracks that were on the courts already. These are new cracks that are for me.

133

00:18:52.690 --> 00:18:58.280

Cooper City Hall: and cracks are specifically out of warranty. Yes.

134

00:19:00.190 --> 00:19:01.990

Cooper City Hall: when

135

00:19:07.110 --> 00:19:09.329

Cooper City Hall: when were they in warranty?

136

00:19:10.650 --> 00:19:21.089

Cooper City Hall: The areas that they fixed with? fiberglass. Those are the only ones that are in warranty. This does not. That crack that is, showing that over on the strict of all courts was not, did not have by request

137

00:19:21.230 --> 00:19:28.939

Cooper City Hall: put down on it before. How long ago were they about 8 months ago? Yeah, it doesn't speak well for the product.

138

00:19:29.040 --> 00:19:33.139

Cooper City Hall: It's not the product. It's the asphalt underneath the product that is failing

139

00:19:33.710 --> 00:19:41.270

Cooper City Hall: in the application of the product guide. What's that in the application of the product, either. No.

140

00:19:41.530 --> 00:19:47.149

Cooper City Hall: it's the surface underneath the product. That product is 20 years old right now.

141

00:19:47.850 --> 00:19:57.300

Cooper City Hall: The product they as well, that's underneath the product is 20 years old. So why would we have lead good product over 20 year old as well?

142

00:19:57.450 --> 00:20:07.080

Cooper City Hall: You have to rip up the whole, the whole court. and if I'm going to prepare a but we have courts out there that aren't cracking, and they as well to even older.

143

00:20:07.320 --> 00:20:16.850

Cooper City Hall: It all depends on the the location and what the weather getting into the as well? What's the normal wear and tear length, if you will, of as well.

144

00:20:17.170 --> 00:20:22.139

Cooper City Hall: When do you have the 20 years at least when you have to replace it.

145

00:20:22.280 --> 00:20:23.350

Cooper City Hall: it varies.

146

00:20:23.450 --> 00:20:26.890

Cooper City Hall: Do you have a maintenance program to replace asphalt?

147

00:20:27.030 --> 00:20:31.210

Cooper City Hall: Not on the 10 of sports we don't. And the basketball courts.

148

00:20:32.300 --> 00:20:33.010

Cooper City Hall: she.

149

00:20:33.340 --> 00:20:39.520

Cooper City Hall: So I don't want to resurface the tennis courts.

150

00:20:39.530 --> 00:20:45.829

Cooper City Hall: It's the tennis courts that that full and tennis are going to get a complete fiber glass overlay

151

00:20:46.310 --> 00:20:47.560

Cooper City Hall: over the court.

152

00:20:48.250 --> 00:20:59.819

Cooper City Hall: Better question is, if it if it corrects at, is it warranty? So the fiberglass will be warranted. The areas that are not. Fiberglass are not warranted.

153

00:21:00.210 --> 00:21:04.740

Cooper City Hall: These courts at full tennis are getting a complete fiberglass overlay

154

00:21:04.820 --> 00:21:11.900

Cooper City Hall: from one end to the other, and then they're going to put their products over the fiberglass. It stops the add call from cracking.

155

00:21:12.110 --> 00:21:24.399

Cooper City Hall: 2 things, one, Jonathan, can we get a different mic? Because there's a I don't know if it's you, but it's a feedback that's horrible with the oh, it's it's it's Tedra. I'm blaming Tedra.

156

00:21:24.850 --> 00:21:37.299

Cooper City Hall: Oh, it's Max. Okay, W. Why don't we lower it with that. Yeah, maybe lower it, because the the feedback is the next one that I don't think we have. There's not going to be that many people. Can you put that short one by?

157

00:21:37.400 --> 00:21:38.890

Cooper City Hall: Can you hear me? Yes.

158

00:21:40.520 --> 00:21:45.720

Cooper City Hall: alright. So that's so. My my question is this, this was only a few months ago.

159

00:21:46.320 --> 00:21:57.290

Cooper City Hall: and we already have this. This is pulling tennis that we're talking about. No, no, but I'm talking about the pickle ball because we had issues with that and with the resurfacing.

160

00:21:57.560 --> 00:22:25.339

Cooper City Hall: And I understand that that is not this this discussion item, but because it was brought up. I kind of want to see where we can if we have any recourse, because something that was done. I I know it's out of warranty, but it's also one, unfortunately, not only, but it plays in. Here's the thing like, why are we switching? If it's not their fault, why, we switch it like my first thing was, I don't want to use the same vendor again. If it did not a good job, then we hear it's not

161

00:22:25.990 --> 00:22:38.630

Cooper City Hall: okay. You should have lived with that. Okay? So all right. So they're not being responsive to you. So you're going to switch it fine, make sense. Well, that's that's fine, then. And then.

162

00:22:38.820 --> 00:22:45.379

Cooper City Hall: whatever didn't happen on the pick of all ones. I want to make sure that happens on the fiberglass, he said. It's covered

163

00:22:45.700 --> 00:22:48.139

Cooper City Hall: for how long?

164

00:22:49.020 --> 00:22:54.810

Cooper City Hall: For how long is the fiberglass warranty

165

00:22:55.930 --> 00:22:57.069

Cooper City Hall: for one year.

166

00:22:57.630 --> 00:23:03.159

Cooper City Hall: Okay? So I'm gonna have an issue with that as well, because it after one year.

167

00:23:03.430 --> 00:23:06.350

Cooper City Hall: then it if we get cracks

168

00:23:06.640 --> 00:23:07.750

Cooper City Hall: where

169

00:23:11.250 --> 00:23:20.470

Cooper City Hall: but on a tennis court, when you know if it's not perfectly smooth, it's going to make a ball jut this way or jut that way, and

170

00:23:22.470 --> 00:23:32.649

Cooper City Hall: my tennis game is atrocious, so I'm the wrong one to ask. But I could see people getting really annoyed if it's because it lands on a crack, and the crack isn't repaired. I just don't want to see a crack, so

171

00:23:33.710 --> 00:23:38.600

Cooper City Hall: is there a way to avoid that? I mean, I know when when you look at parking lots

172

00:23:39.040 --> 00:23:42.790

Cooper City Hall: or even driveways. I mean, we have not.

173

00:23:43.050 --> 00:23:48.970

Cooper City Hall: I know, driveways that have had asphalt on them for years, and they haven't cracked. and those have cars

174

00:23:48.990 --> 00:23:55.469

Cooper City Hall: that are way more than the people in in theory. So what? Ha! What's what makes? I granted it's 25 years old. But

175

00:23:55.740 --> 00:24:02.119

Cooper City Hall: what's going to make it crack or not correct because it's the under it's it's it's the foundation of the foundation is.

176

00:24:09.870 --> 00:24:23.440

Cooper City Hall: So is there any way to? I just want to make sure that when we're going to put money into it, we're going to have the the longest time we can in the future. Yeah. So the part. That's part of the the cap. The

177

00:24:23.890 --> 00:24:29.799

Cooper City Hall: the master plan is to redo our courts completely from the base all the way up. Oh, okay, good.

178

00:24:29.820 --> 00:24:48.280

Cooper City Hall: But that's not so. Then if we're if that's part of our plan, why are we doing this now? We we have to do the the surface only lasts 7, 6, 6 to 7 years the coloring, and then it starts getting slippery. That's why we do it on a 6 year rotating schedule. Now with asphalt. It gets slippery because the oils rise. No.

179

00:24:48.640 --> 00:25:11.449

Cooper City Hall: this is coding. This is coding the asphalt. Oh, okay, so it's getting slippery because of the coding. So the asphalt. The coding? Does that include the oils from coming out? And is that potentially why it could crack? Because it's being held in? And it's bubbling. Or what have you? No, you don't want the minerals to leave. That's when you start getting the cracks in the as fault.

180

00:25:12.510 --> 00:25:20.690

Cooper City Hall: But the minerals leave every single time it rains. I mean, if you look at all the roads, it's not, it's that's why we co we coat the tennis sports to protect the asphalt.

181

00:25:21.540 --> 00:25:39.619

Cooper City Hall: Okay? But when you're looking at your roads the roads are totally different, because you got you only got people on tennis courts. You don't have semis garbage trucks, dump trucks driving on the roads. Okay? And you don't have it where the the water can see underneath the roadways.

182

00:25:39.790 --> 00:25:44.820

Cooper City Hall: All right. Any other questions. Yeah. So the

183

00:25:47.430 --> 00:26:02.060

Cooper City Hall: Another question is the bend, and of the bending the tennis camp. Are they aware? I mean they will be, and what I do on all 8. At the same time. We do 4, and we do 4. Okay, but we don't need them all. They know that they're going to lose, they will.

184

00:26:02.470 --> 00:26:12.150

Cooper City Hall: Once I get a schedule. After I get this, I have to get a schedule from the contract to to find out when they can be here. I just want to make sure coordinated with it. Well, it will be like out of commission.

185

00:26:12.460 --> 00:26:31.729

Cooper City Hall: and it's not going to happen before summer's over, because of that. Stacey was here. One school gets in session, and that's when we'll we'll do it. That's when they got less people out there. Okay, we've done it with that with the tennis pro out there before we shut down 4 at a time. We do it. Then they go to the other 4.

186

00:26:31.880 --> 00:26:37.089

Cooper City Hall: My preference. I didn't really get a chance to review this stuff because it wasn't posted on time.

187

00:26:37.930 --> 00:26:51.070

Cooper City Hall: so I guess I'm gonna wing it and go with it this time? Any other questions call the boot. Oh, one last question, where does he help your money coming from? The extra money is coming from the parking lot that I was getting that's going to get overlaid.

188

00:26:51.450 --> 00:26:52.870

Cooper City Hall: We had extra money in there.

189

00:26:53.010 --> 00:26:57.670

Cooper City Hall: So we're transferring the money from that. That project into the tennis courts.

190

00:26:58.190 --> 00:27:02.780

Cooper City Hall: Okay. called Book Commissioner Melody. Yes.

191

00:27:02.860 --> 00:27:08.119

Cooper City Hall: Commissioner Katsman. Yes, Commissioner Strowder. Yes, Commissioner Grade. Yes, Mayor Ross. Yes.

192

00:27:08.240 --> 00:27:29.169

Cooper City Hall: moving on to a motion to authorize purchase order with weekly asphalt paving ink for parking, lot, resurfacing at full tennis center the amount of $66,051. Second, by Commissioner Catsman. I just wanted to pull this up the agenda. It's so, or consent so that we could. I could briefly mention

193

00:27:29.170 --> 00:27:38.839

Cooper City Hall: that I had reached out to Mr. Plumbing, and he he got back to me on this matter. But it but it's something that I think the Commission should be aware of. There is a new state

194

00:27:39.130 --> 00:27:43.009

Cooper City Hall: that that that that allows

195

00:27:43.220 --> 00:27:44.260

Cooper City Hall: asphalt

196

00:27:44.320 --> 00:27:56.370

Cooper City Hall: to have a chemical in it called phospho gypsum. I don't know if I'm pronouncing that correctly, but more importantly, it is radioactive and causes has been linked to cause cancer.

197

00:27:56.460 --> 00:28:00.980

Cooper City Hall: So Mr. Fleming reached out to weekly

198

00:28:01.060 --> 00:28:07.120

Cooper City Hall: the asphalt company and confirmed in writing that this particular asphalt will not include

199

00:28:07.620 --> 00:28:13.439

Cooper City Hall: that chemical. I just wanted the Commission to be aware of that. I also think, proactively.

200

00:28:14.130 --> 00:28:22.129

Cooper City Hall: If if Mr. Horowitz says that it's okay, and we're not being preempted, that I'd like to have a an

201

00:28:22.170 --> 00:28:32.329

Cooper City Hall: an ordinance drafted that says we will not allow any asphalt to be put in within the border of Cooper City. That includes that particular chemical.

202

00:28:32.520 --> 00:28:42.780

Cooper City Hall: I can send you the word. If you can't pronounce it, we can't ban it. Oh, I could. I think I just pronounce it.

203

00:28:43.650 --> 00:28:54.439

Cooper City Hall: It's also that also the one that where they lay it down and they can. You can see it better at night or no.

204

00:28:55.260 --> 00:28:58.170

Cooper City Hall: Was in a green anything.

205

00:28:58.220 --> 00:28:59.410

Cooper City Hall: Commissioner.

206

00:28:59.830 --> 00:29:06.630

Cooper City Hall: do we get in census, though, on that? Okay. And Commissioner.

207

00:29:06.860 --> 00:29:09.829

Cooper City Hall: in reference to the chemical is that in

208

00:29:09.960 --> 00:29:14.960

Cooper City Hall: our resurfacing our courts? Okay?

209

00:29:15.440 --> 00:29:21.509

Cooper City Hall: And for my purposes, just so that I'm transparent weekly asshole paving

210

00:29:21.620 --> 00:29:24.290

Cooper City Hall: came before me as a magistrate.

211

00:29:24.310 --> 00:29:30.600

Cooper City Hall: I had ruled against them. I'm glad tonight I can actually vote for it. Having said that.

212

00:29:33.700 --> 00:29:35.680

Cooper City Hall: And we've got 7 or 8 years.

213

00:29:36.220 --> 00:29:37.550

Cooper City Hall: Yeah, yeah.

214

00:29:37.650 --> 00:29:38.590

Cooper City Hall: because

215

00:29:38.960 --> 00:29:44.630

Cooper City Hall: I remember who did win the appeal. And it was at a day county not broward, and it

216

00:29:44.850 --> 00:29:51.830

Cooper City Hall: rather upset me. But I had to follow along so glad weekly. So back. Call the boat

217

00:29:52.370 --> 00:30:05.719

Cooper City Hall: Commissioner Melody. Yes, Commissioner Kasman. Yes, Commissioner, shrouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes, if I may. May may I think that is consensus the direct us to do that? Do some research, pull the statute and bring back an ordinance.

218

00:30:06.060 --> 00:30:20.869

Cooper City Hall: Thank you. Thank you. And and just to confirm an Als Jacob, to do, because I guess you have eyes on the contract last, just to confirm that that is, in fact, in the contract I already have a note to pull that contract and look to warranty and reconfirm. Thank you, Mayor. Okay.

219

00:30:21.750 --> 00:30:35.859

Cooper City Hall: moving on to the regular agenda item, we have discussion on a campaign finance reform ordinance Commissioner shrouded. Yes. I brought this item up and we had asked the city manager to look at the legalities of it.

220

00:30:36.100 --> 00:30:52.180

Cooper City Hall: by way of example, my beach ordinance was presented. I think it's important that we tighten our campaign finance laws. So I think it's important that we tighten our campaign finance laws. So we prevent outside influences.

221

00:30:52.200 --> 00:30:57.829

Cooper City Hall: my understanding of the city managers.

222

00:30:58.090 --> 00:31:01.369

Cooper City Hall: legal opinion which you could correct me wrong is that

223

00:31:01.420 --> 00:31:08.919

Cooper City Hall: some of the aspects of it are allowed. we cannot believe we cannot prohibit the actual

224

00:31:09.010 --> 00:31:17.590

Cooper City Hall: or cap the contribution to either political committees or independent expenditures. But we can and we can't change the State authorized amount.

225

00:31:17.610 --> 00:31:20.150

Cooper City Hall: but we can prohibit them from

226

00:31:20.160 --> 00:31:47.310

Cooper City Hall: vendors. Real estate developers or lobbyists believe that generally that's correct, Commissioner. We we did go ahead and do some research parent analysis based on both the Federal case law and the Supreme Court decisions, as well as the preemption that out in the Florida statutes. Interestingly enough, the Preemption Statute in Chapter 106 was adopted after the citizens United Case, which embraces the holdings of our Supreme Court decisions. you're generally correct in that. The Commission is

227

00:31:47.310 --> 00:32:00.250

Cooper City Hall: preempted from restricting campaign contribution limitations. It also goes into broad detail, both in the statute and the case law prohibiting local government or government in general, from limiting contributions to political committees.

228

00:32:00.250 --> 00:32:24.780

Cooper City Hall: there's nothing either in the statute or the case law which would specifically limit a government from regulating contributions from vendors or lobbyists to individual candidates. you reference the Miami Beach ordinance. I did have some limited concerns about some of the extent to which that ordinance soft to regulate it did address the contributions to committees, I think, that runs

229

00:32:24.780 --> 00:32:43.879

Cooper City Hall: somewhat close to the line in the context of the preemption under State and federal law, as it relates to donations, to specific political candidates, to individuals. I think that's a less trouble from a legal perspective. So I would like to propose. We adopt an ordinance that excluding independent expenditures or political committees

230

00:32:43.890 --> 00:32:50.080

Cooper City Hall: that would prohibit campaign contributions from city vendors, real estate developers, or lobbyists

231

00:32:51.370 --> 00:32:52.489

Cooper City Hall: is that a motion.

232

00:32:52.720 --> 00:33:02.009

Cooper City Hall: our discussion? Yeah, if if that would be the direction, I would take a motion, and that would be direction to my office to go ahead and prepare an audience.

233

00:33:02.280 --> 00:33:04.220

Cooper City Hall: Do I have a second on that second

234

00:33:04.680 --> 00:33:14.400

Cooper City Hall: for the discussion. Anything, Commissioner Schrodinger Commission? Yeah. A couple of things. I think we should look at the enforcement

235

00:33:14.430 --> 00:33:17.940

Cooper City Hall: mechanism and what we can do to enforce it if we're if we're going to do it.

236

00:33:18.420 --> 00:33:24.999

Cooper City Hall: what are we legally allowed to do. Is it a fine? If it is a fine? Does it actually have to be paid?

237

00:33:25.100 --> 00:33:49.799

Cooper City Hall: And and and and quite candidly, Commissioner, I'm sorry to interrupt you. That was probably the most difficult part of the research that we were doing. I mean, there are ordinances out there, both in Florida and elsewhere along lines. We, Commissioner shrouder, is regulating the the teeth. The enforcement is the more difficult part. We know that the Commission can do a lot of things, but it cannot do is disqualify a candidate who's been properly qualified under State law to run for office both on our State law and our charter.

238

00:33:49.850 --> 00:34:01.329

Cooper City Hall: there may be an opportunity for financial penalties. But one thing to be to be clear. I don't want the Commission to think for a moment that it could disqualify a candidate who would in some way violate the city code.

239

00:34:01.820 --> 00:34:04.500

Cooper City Hall: you. My my next question is

240

00:34:04.610 --> 00:34:12.980

Cooper City Hall: either as part of this, or as part of amending a some other section of the the codes?

241

00:34:13.040 --> 00:34:16.260

Cooper City Hall: I believe we only currently require

242

00:34:16.469 --> 00:34:26.420

Cooper City Hall: disclosures on quasi-judicial matters. Am I correct? That is correct. So I would like to include in this a disclosure of anyone who is accepting money from a vendor

243

00:34:27.760 --> 00:34:30.019

Cooper City Hall: on any matter that relates to that vendor

244

00:34:31.429 --> 00:34:35.409

Cooper City Hall: that comes before the city.

245

00:34:36.370 --> 00:34:51.409

Cooper City Hall: And so if I made it just so, I understand correctly, just using the last item as an example. There was an item before the Commission previously to award a contract to weekly as well. Pavement correct if you, based on your premise prior to voting, had a member of the Commission accept the contribution from weekly that would have had it been disclosed.

246

00:34:51.730 --> 00:34:58.929

Cooper City Hall: and that would that be limited to a term, or to all your terms?

247

00:34:59.660 --> 00:35:05.939

Cooper City Hall: And and I question that. How do we do it on quasi-judicial, isn't it? All returns?

248

00:35:06.280 --> 00:35:20.480

Cooper City Hall: I thought it was just a historical, you know. So that's all I just I want it clear. because that will require you carrying a list with you, and I hear what you're saying. I'd be open to either on that one

249

00:35:21.060 --> 00:35:24.689

Cooper City Hall: because I do understand. Like if it happened 10 years ago.

250

00:35:24.840 --> 00:35:36.110

Cooper City Hall: is it feasible to to know that? I I I think that's up, for I I'd be open to it being that that particular term if the Commission, I think that would be the right thing to do.

251

00:35:36.230 --> 00:35:41.590

Cooper City Hall: Okay? And you accept both amendments if you will. Okay.

252

00:35:41.640 --> 00:35:49.589

Cooper City Hall: any further discussion. Commissioner Green. Thank you. Mayor Ross. and I won't be supporting this

253

00:35:49.960 --> 00:35:51.429

Cooper City Hall: this item.

254

00:35:52.150 --> 00:35:55.339

Cooper City Hall: for a number of reasons.

255

00:35:55.530 --> 00:35:56.839

Cooper City Hall: But we are

256

00:35:56.980 --> 00:36:14.559

Cooper City Hall: what we are potentially saying to future candidates that want to run for commission or commissioner, seat or mercy. Whatever the case may be, here in Cooper City, you, as an individual, you limit their abilities to

257

00:36:14.620 --> 00:36:20.380

Cooper City Hall: to to fundraise historic in this nation.

258

00:36:20.550 --> 00:36:30.180

Cooper City Hall: it takes for those of you who have never run for office. it takes money's finances to

259

00:36:30.290 --> 00:36:32.170

Cooper City Hall: run a campaign.

260

00:36:32.310 --> 00:36:44.650

Cooper City Hall: Now I know that it's been said a number of years throughout the years doing my tenure here. on the day is that. you know, if you receive

261

00:36:44.690 --> 00:36:47.970

Cooper City Hall: funding campaign donations from

262

00:36:48.170 --> 00:36:55.870

Cooper City Hall: vendors, lobbyists, or developers that in some way, shape or form is going to influence.

263

00:36:55.980 --> 00:36:57.760

Cooper City Hall: how you vote

264

00:36:57.850 --> 00:37:02.620

Cooper City Hall: for any particular item that that impacts them.

265

00:37:02.920 --> 00:37:12.700

Cooper City Hall: I have heard that And in my 13 years being here on this day is I respectfully and wholeheartedly disagree with that.

266

00:37:12.830 --> 00:37:18.339

Cooper City Hall: because I know that just from my own personal experiences

267

00:37:18.540 --> 00:37:21.610

Cooper City Hall: in terms of running for office

268

00:37:21.730 --> 00:37:25.990

Cooper City Hall: and receiving campaign contributions from

269

00:37:26.130 --> 00:37:31.240

Cooper City Hall: vendors, lobbyists, developers that in no way shape or form.

270

00:37:31.480 --> 00:37:36.460

Cooper City Hall: Caused me to vote in favor.

271

00:37:36.570 --> 00:37:39.450

Cooper City Hall: Of any of those

272

00:37:39.480 --> 00:37:40.530

Cooper City Hall: items.

273

00:37:41.270 --> 00:37:49.810

Cooper City Hall: I think what elected officials do or should be doing in any city is the will of the people.

274

00:37:50.360 --> 00:37:53.780

Cooper City Hall: not the will up a developer, vendor

275

00:37:54.000 --> 00:37:55.530

Cooper City Hall: or lobbyists.

276

00:37:56.040 --> 00:38:01.650

Cooper City Hall: and so I I just I. I don't believe that

277

00:38:02.270 --> 00:38:06.850

Cooper City Hall: I think that we're going to do a huge disservice for folks

278

00:38:06.930 --> 00:38:08.630

Cooper City Hall: that want to run

279

00:38:08.680 --> 00:38:16.349

Cooper City Hall: for future offices, and for those reasons I'm I'm going to. I'm not going to support this.

280

00:38:16.500 --> 00:38:19.490

Cooper City Hall: I understand the rationale behind it.

281

00:38:19.850 --> 00:38:22.130

Cooper City Hall: but

282

00:38:22.520 --> 00:38:24.330

Cooper City Hall: I I'm not going to support it.

283

00:38:24.530 --> 00:38:32.159

Cooper City Hall: But I'd like to hear from my other colleagues, who have not spoken as as of yet. Thank you, Mayor.

284

00:38:33.190 --> 00:38:38.299

Cooper City Hall: I will also not support this for a multitude of reasons. So

285

00:38:39.250 --> 00:38:43.890

Cooper City Hall: let's start up. I have no problem. But I was just when I just ran for office.

286

00:38:44.470 --> 00:38:50.759

Cooper City Hall: Many of my contributions came from vendors, packs, etc.

287

00:38:51.250 --> 00:38:59.020

Cooper City Hall: everybody up here, except for Commissioner Shrouded, who basically self-funded his campaign with 6 figures.

288

00:38:59.550 --> 00:39:06.060

Cooper City Hall: has accepted well, close, but has accepted contributions from

289

00:39:06.700 --> 00:39:08.519

Cooper City Hall: the aforementioned parties.

290

00:39:09.950 --> 00:39:27.750

Cooper City Hall: I can honestly say, in all the years that I've served my, whether I take money from you or you decide to give money to my opponent. It's not going to change the way I vote. If it's right, it's right, and I vote for it. If it's wrong, and I think it's wrong. I'm not voting for it. Whether you've given me money or you have not. We go one step further.

291

00:39:27.980 --> 00:39:30.290

Cooper City Hall: and we say, if you have

292

00:39:30.330 --> 00:39:39.599

Cooper City Hall: in in quasi judicial, and I have no issue with what you just said, Commissioner. But we go one step further, and we say, if you have

293

00:39:39.740 --> 00:39:43.159

Cooper City Hall: taken before this person in front of you. If you've taken the contribution.

294

00:39:43.340 --> 00:39:46.009

Cooper City Hall: say it. I have no problem doing that

295

00:39:46.070 --> 00:39:57.320

Cooper City Hall: transparency. It was alluded to at a past meeting that this would have stopped the My saying how much money the mayor received

296

00:39:57.460 --> 00:40:12.089

Cooper City Hall: do it with the mosque it had. App would have absolutely no bearing on this again. I never received it from the mosque. No, I you're right. You're you're right from members members that are people that were members of the mosque. I apologize, I misspoke.

297

00:40:12.350 --> 00:40:17.539

Cooper City Hall: but that this ordinance would not in any way, shape or form have have.

298

00:40:17.650 --> 00:40:23.950

Cooper City Hall: I've done, have changed that because you did nothing wrong in receiving those contributions, and I said that

299

00:40:24.220 --> 00:40:42.720

Cooper City Hall: from like the first thing I said, you did absolutely nothing wrong, and I didn't bring that up to allude to anything other than I wanted it to be known, and that's neither here nor there. But that's part of this, because I believe it was you that said that it would have avoided that situation, and it would not have, because all of the members would still give you money.

300

00:40:42.890 --> 00:40:45.249

Cooper City Hall: and you would have not. In theory

301

00:40:45.510 --> 00:40:57.820

Cooper City Hall: you would not. You could receive money from members, from whatever organization, and you don't know what's going to come before you in the next month, 2 months, 3 months, so that has absolutely no bearing on this whatsoever.

302

00:40:58.560 --> 00:41:05.559

Cooper City Hall: But what's going to happen is, and and I hate to pick on you, and and I don't mean this in a bad way, and I'm not. I'm really not.

303

00:41:05.570 --> 00:41:19.340

Cooper City Hall: But I remember before you were even in office you took and had asked me to introduce you to one or 2 developers, and you on you and I could not find the campaign reports. But your first election. You took money from

304

00:41:19.710 --> 00:41:32.580

Cooper City Hall: other people. That would have been, and all of the elections thereafter. You also did as did Commissioner Green Commissioner a catchment. I just looked on your your last report, and I I counted it wasn't a lot

305

00:41:32.690 --> 00:41:37.560

Cooper City Hall: to your credit. You were. The majority of your donations were people, but you also tough

306

00:41:38.230 --> 00:42:03.450

Cooper City Hall: from other people, and again, not not to pick on you, but pretty much. You self-funded. You, said I. I'm going to throw in 6 figures into this account. Most people can't do that. I think that from residents I raise 500 or $50,000. But and that's awesome, but initially you threw in an enormous amount of money which the average person cannot. We just went from single district which

307

00:42:03.500 --> 00:42:15.690

Cooper City Hall: Commissioner Catsman and I ran in, and I will say that when we did a mailing I can't say we, but each mailing was about $3,000 to all of the people within

308

00:42:15.880 --> 00:42:26.940

Cooper City Hall: District 2 at least. I'm going to assume District One is pretty close because we're that's how our districts are are measured. Now you're going to ask

309

00:42:26.970 --> 00:42:35.929

Cooper City Hall: Mr. Smith, who is a regular homeowner that wants to run for office instead of raising the $3,000. You're going to multiply that because it's the entire city.

310

00:42:36.410 --> 00:42:49.710

Cooper City Hall: That's an enormous amount of money that in economic times like this people don't have. It's very hard, especially if you're an unknown. So what this does. Is it favors an incumbent?

311

00:42:50.210 --> 00:42:53.280

Cooper City Hall: If you're an unknown person, you now have to

312

00:42:53.370 --> 00:43:14.580

Cooper City Hall: basically take out another mortgage to make a mailing, or you're not going to have a mailing, but it doesn't. It doesn't say you can't take it from excuse me it it still on commission. No, but I have no problem with the discussion on it. But I do, because I haven't g10, I apologize. so I have an issue with that. I have an issue that I don't think it's fair to the people that are coming in.

313

00:43:14.820 --> 00:43:18.480

Cooper City Hall: If you're looking at transparency, and you're looking at

314

00:43:18.920 --> 00:43:23.649

Cooper City Hall: making it so that no one is is

315

00:43:24.510 --> 00:43:27.960

Cooper City Hall: subconsciously going to favor A over B.

316

00:43:28.160 --> 00:43:44.129

Cooper City Hall: I think what this is going to do is it's going to make people say, you know what I'm going to give you this money, but instead of giving it to you directly, I'm going to do something underhand, and I'm going to give it to Mr. Smith to give to you. That happens. It happens on a on a state level, it totally illegal. But do you think it doesn't happen

317

00:43:44.400 --> 00:43:51.840

Cooper City Hall: that? But I mean I I guarantee you, you have on people fund other people's campaigns all the time.

318

00:43:52.270 --> 00:43:55.210

Cooper City Hall: and people do it under the table.

319

00:43:55.570 --> 00:44:05.750

Cooper City Hall: I'm just I I. So I don't want to see that happen again. We, if we take we take the extra step, you've increased the extra step. But

320

00:44:05.980 --> 00:44:15.740

Cooper City Hall: so you're open to the disclosure. I'm open to a disclosure I'm not open to limiting, because if I waste management's in the audience, so I take money from them. Yes, I did.

321

00:44:15.960 --> 00:44:25.920

Cooper City Hall: I don't believe I don't believe it's whoever sneezing works for I don't believe I took, but it's not going to make me vote or not vote. I vote

322

00:44:25.980 --> 00:44:33.720

Cooper City Hall: I yeah. Actually, I'll use Hope Cal Noon as a perfect example. She used to work for Ruden. I'm not going to mispronounce it, Mccloskey

323

00:44:33.760 --> 00:44:34.850

Cooper City Hall: Mccluskey

324

00:44:34.920 --> 00:44:42.749

Cooper City Hall: and I said no to them more than I said yes, but when I ran she's like I want to give her money because I. She appreciated my frankness.

325

00:44:43.800 --> 00:44:57.699

Cooper City Hall: Whether and her her bosses said she wrote to know for us all the time I appreciate her being frank with us. She never She never changed, or through us, or or did anything she was always. This is what I don't like.

326

00:44:57.710 --> 00:45:03.520

Cooper City Hall: and a story. so it doesn't necessarily work that way. I'd like.

327

00:45:03.730 --> 00:45:13.290

Cooper City Hall: I said, what I said. Thank you. I have a number of thoughts on this, and what I've heard from most of the Commissioners is.

328

00:45:13.470 --> 00:45:15.060

Cooper City Hall: I accept the money.

329

00:45:15.570 --> 00:45:17.439

Cooper City Hall: but I don't vote

330

00:45:17.780 --> 00:45:22.540

Cooper City Hall: that way because of the money. and that's typically correct.

331

00:45:22.960 --> 00:45:36.919

Cooper City Hall: And we all do that. And and I've accepted money from developers. I've accepted money from waste management and and hell waste management. Last time this was up in 2,018 I voted against you. I was a sole vote against you.

332

00:45:37.040 --> 00:45:38.310

Cooper City Hall: and you gave me

333

00:45:38.590 --> 00:45:41.900

Cooper City Hall: a donation for my my term.

334

00:45:42.200 --> 00:45:43.160

Cooper City Hall: and thank you.

335

00:45:44.310 --> 00:45:45.879

But it didn't influence me.

336

00:45:46.190 --> 00:45:54.630

Cooper City Hall: But what was up with waste management doesn't anything if they wanted to do it? Exactly what we're doing now an extension.

337

00:45:54.990 --> 00:45:57.620

Cooper City Hall: And I, father, but what?

338

00:45:57.960 --> 00:46:00.869

Cooper City Hall: And the law said, you can't do it. So

339

00:46:01.270 --> 00:46:05.639

Cooper City Hall: the appearance of impropriety is huge to me.

340

00:46:06.140 --> 00:46:11.049

Cooper City Hall: and this helps avoid the appearance of impropriety

341

00:46:11.870 --> 00:46:25.779

Cooper City Hall: in regards to that you also create expectations when you're given money. Not that you're expecting to do anything except vote on the issue and do the right thing, but it may create expectations

342

00:46:26.190 --> 00:46:35.090

Cooper City Hall: on behalf of the people that are giving you the money. But, more importantly. the State agrees with this. Why and how can I show you that

343

00:46:35.290 --> 00:46:47.620

Cooper City Hall: very candidly, because Form 6 is just passed by the State legislature and form 6 is going to require more transparency of each one of the Commissioners, and the mayor

344

00:46:47.790 --> 00:46:49.900

Cooper City Hall: regarding what

345

00:46:51.620 --> 00:46:53.170

Cooper City Hall: holdings you have.

346

00:46:53.460 --> 00:47:01.100

Cooper City Hall: and they look at that because you're going to be voting. And if you hold stock and waste management, they want to know about that.

347

00:47:01.370 --> 00:47:06.839

Cooper City Hall: So we are now more under microscope than ever.

348

00:47:08.230 --> 00:47:10.230

Cooper City Hall: If you're doing nothing wrong.

349

00:47:10.470 --> 00:47:13.089

Cooper City Hall: then you should be hiding nothing.

350

00:47:13.460 --> 00:47:21.890

Cooper City Hall: and without hiding you should be transparent. and in doing so this helps us be transparent. Having said that.

351

00:47:22.390 --> 00:47:25.470

Cooper City Hall: is there any other items to discuss

352

00:47:25.980 --> 00:47:28.360

Cooper City Hall: issues to discuss Commissioner Green?

353

00:47:28.730 --> 00:47:55.340

Cooper City Hall: Thank you, Mayor Ross. And I have to respectfully disagree with you as opposed to If we don't have this in place, it creates a an appearance of impropriety. I I disagree with that. And here is why, as you, as we as you and everybody here on the Commission understands, and having having all run successful campaigns to be up here.

354

00:47:56.170 --> 00:48:02.319

Cooper City Hall: Every every campaign contribution and expenditure

355

00:48:02.360 --> 00:48:09.750

Cooper City Hall: has to be provided to to the the city clerk's office for

356

00:48:10.190 --> 00:48:11.740

Cooper City Hall: transparency.

357

00:48:13.620 --> 00:48:16.969

Cooper City Hall: and I completely and wholeheartedly agree with that.

358

00:48:17.160 --> 00:48:30.990

Cooper City Hall: I will never, ever waiver from that. you everybody knows. Right up front where you have received campaign dollars from.

359

00:48:31.160 --> 00:48:38.939

Cooper City Hall: So it doesn't. It doesn't, because if that is the case. then there should be such an overwhelming

360

00:48:39.010 --> 00:48:54.260

Cooper City Hall: response from every local municipality every state that says, Okay, we're going to limit or take away an individual's

361

00:48:54.420 --> 00:48:55.600

Cooper City Hall: ability

362

00:48:55.680 --> 00:49:03.609

Cooper City Hall: to raise, to raise funds for a campaign it it I I just don't I I don't. I don't see that.

363

00:49:04.270 --> 00:49:07.870

Cooper City Hall: Secondly. we're always under a microscope.

364

00:49:08.150 --> 00:49:10.720

Cooper City Hall: We've been under a microscope.

365

00:49:10.940 --> 00:49:17.689

Cooper City Hall: This nothing has changed. In my humble opinion it hasn't changed. The only thing that has changed

366

00:49:17.870 --> 00:49:22.700

Cooper City Hall: is now you have potentially we're going to take away the ability

367

00:49:22.720 --> 00:49:24.010

Cooper City Hall: of someone

368

00:49:24.350 --> 00:49:35.449

Cooper City Hall: who has a desire to run for office? who has a a vision for the local office, or whatever the case may be.

369

00:49:35.740 --> 00:49:42.519

Cooper City Hall: has a vision of what they would like to execute. But it takes finances to do that.

370

00:49:43.590 --> 00:49:49.020

Cooper City Hall: And what you're saying is you're going to take away someone's opportunity

371

00:49:49.100 --> 00:49:55.490

Cooper City Hall: to get before vendors or lobbyists, or developers, or people in general.

372

00:49:56.120 --> 00:50:05.369

Cooper City Hall: and say, Here is why I believe you should be supporting my candidacy. Here is here is what this my platform is all about.

373

00:50:05.380 --> 00:50:16.479

Cooper City Hall: And I'm hoping that, based on what you see, you're going to be willing to support that this Mayor Ross. That's exactly what I did when I ran for office in 2,010.

374

00:50:17.970 --> 00:50:20.040

Cooper City Hall: I I'm a Government employee.

375

00:50:21.010 --> 00:50:24.430

Cooper City Hall: I can't. I can't afford to put to drop

376

00:50:24.780 --> 00:50:33.819

Cooper City Hall: 6 figures into an account to get my message out. and so I had to rely on door to door.

377

00:50:34.810 --> 00:50:56.299

Cooper City Hall: introducing myself to people, vendors, lobbyists, and sharing with them. Why, I believe that I should have an opportunity to run for office, and why, I believe the residents here in Cooper City should here, at the very least, have an opportunity to have an opportunity to hear my platform and make a conscious decision whether or not to vote for me.

378

00:50:57.650 --> 00:50:59.699

Cooper City Hall: I'm grateful for that opportunity.

379

00:51:00.030 --> 00:51:04.910

Cooper City Hall: I just want to my humble opinion. I want to make sure that future.

380

00:51:06.520 --> 00:51:09.179

Cooper City Hall: This doesn't impact you and I, Mayor, we're going.

381

00:51:10.650 --> 00:51:12.680

Cooper City Hall: But future commissions.

382

00:51:12.850 --> 00:51:21.249

Cooper City Hall: I I don't. I I would hate for this commission to limit their opportunities to do so, because

383

00:51:21.300 --> 00:51:23.510

Cooper City Hall: I think Commissioner Melosi said it.

384

00:51:23.980 --> 00:51:35.030

Cooper City Hall: What you're going to do is those folks that have the ability to self-finance are going to have an ability to have their message out as opposed to

385

00:51:36.130 --> 00:51:56.000

Cooper City Hall: an an unknown that wants that same opportunity that does not have the funding to do so, or the where the all of the connections associated with establishing a a pack or an election committee. They they may may not have that. And so now we've just taken. We've just limited

386

00:51:56.030 --> 00:52:00.810

Cooper City Hall: their ability, that's all. There. Thank you very much.

387

00:52:00.890 --> 00:52:11.130

Cooper City Hall: Thank you. just just adding to that. I mean Commissioner Green. I think you know I I agree with you. I did the same thing. I knocked on every door in my district just about probably 99%,

388

00:52:11.290 --> 00:52:13.340

Cooper City Hall: and a lot of the people

389

00:52:13.500 --> 00:52:22.820

Cooper City Hall: decided to support me. I mean, you can evaluate my. My reports are public. you can see who gave to me. Most of my donors were regular

390

00:52:23.070 --> 00:52:24.350

Cooper City Hall: people, not

391

00:52:24.520 --> 00:52:26.070

Cooper City Hall: corporations, not

392

00:52:26.780 --> 00:52:28.970

Cooper City Hall: vendors.

393

00:52:30.120 --> 00:52:34.350

Cooper City Hall: As far as I know. I don't think I've taken from any vendor, but I can't guarantee that

394

00:52:34.570 --> 00:52:40.589

Cooper City Hall: I'd have to do a full audit. But my point is what you're saying is, you did the work

395

00:52:40.760 --> 00:52:45.309

Cooper City Hall: to meet the people who were voting for you, and some of those people chose to support you.

396

00:52:45.570 --> 00:52:55.150

Cooper City Hall: which I think is the goal here and now I certainly didn't cell phone So I think there's a way to do it. That's all we're saying is, get the money from

397

00:52:56.140 --> 00:52:59.650

Cooper City Hall: not get the money or the contributions from

398

00:53:00.020 --> 00:53:13.430

Cooper City Hall: people who support you. And so we see. And I know. And I'm I'm coming back, coming in all your time. So are we just to to discussion. So are we to suggest or think that

399

00:53:13.700 --> 00:53:15.269

Cooper City Hall: when people

400

00:53:16.050 --> 00:53:26.510

Cooper City Hall: support our campaigns. They don't have expectations of how we're going to vote or not vote because it's it's it's not lost on me

401

00:53:26.830 --> 00:53:28.059

Cooper City Hall: to your point.

402

00:53:28.850 --> 00:53:34.979

Cooper City Hall: It's not lost on me when we have that. We've had items that have come before this commission.

403

00:53:35.980 --> 00:53:44.549

Cooper City Hall: where people that have supported our campaigns were right up in our face, saying, Hey, you better not forget

404

00:53:44.560 --> 00:53:49.810

Cooper City Hall: who puts you in office? So it so for us to suggest that

405

00:53:50.270 --> 00:53:55.290

Cooper City Hall: that we don't create expectations from people

406

00:53:55.900 --> 00:53:57.659

Cooper City Hall: I would beg to differ.

407

00:53:57.710 --> 00:53:59.849

Cooper City Hall: I I I believe, right

408

00:54:00.260 --> 00:54:18.820

Cooper City Hall: people more so, especially people here in Cooper City. It's been my experience here in Cooper City. It's different. They're they're on a side, too, but it's an expectation on how you to for you to perform in an expectation for you to give them a contract. I I I understand exactly what you're saying.

409

00:54:18.910 --> 00:54:46.820

Cooper City Hall: what to to Mayor Ross's point was about creating expectations. I believe that people have expectations of when they when they support our our our campaigns. Right? They they have expectations. And and commissioner when they have those expectations and based on. I voted for you. I never heard an individual company. I gave you money, and no, I heard I voted for you, and that's a majority of people

410

00:54:47.130 --> 00:55:00.670

Cooper City Hall: instead of those who gave a donation. But it's a majority of people. But I I fully understand where you're coming from. I respect that. Can I say a couple of things. 2, 2 things, one. Every human has implicit bias

411

00:55:00.840 --> 00:55:05.769

Cooper City Hall: and and implicit biases is something that is automatic and unintentional.

412

00:55:06.050 --> 00:55:06.740

Cooper City Hall: that

413

00:55:06.910 --> 00:55:22.900

Cooper City Hall: affect your judgment. And so you're going to have more positive feelings towards somebody who has contributed to your campaign. That's that is, it's human behavior. It's it's unavoidable. So when we say it doesn't affect my judgment. Well, naturally, you're already

414

00:55:23.810 --> 00:55:40.289

Cooper City Hall: affected by that, because that person gave you money, and this isn't saying you can't fundraise. You can fundraise everywhere you want. You just can't. You shouldn't. I don't think you should be running and getting an office if you need the money of vendors, city vendors, lobbyists and developers to get in.

415

00:55:40.600 --> 00:55:54.049

Cooper City Hall: And that's that's the situation. the examples, I don't think are accurate. Commissioner Melosie had less money in her account than the incumbent, and she won so apparently money, and being an incumbent isn't an advantage.

416

00:55:54.420 --> 00:55:59.940

Cooper City Hall: you know. So you just proved literally the opposite of the argument. But that's that's that's the one thing.

417

00:56:00.130 --> 00:56:12.289

Cooper City Hall: Yeah, you said that it that it's going to give an upper hand the people who have more money and are the incumbent, and you had less money in your campaign, and you weren't the incumbent. But you won. So you prove that it doesn't matter whether there's money

418

00:56:12.390 --> 00:56:14.389

Cooper City Hall: or you're an incumbent, you can still do that.

419

00:56:14.410 --> 00:56:23.940

Cooper City Hall: And the other thing I wanted to do to to say is one of the big issues we had with Mr. Good. You said that there was. There was

420

00:56:23.960 --> 00:56:43.790

Cooper City Hall: potential issue, because and His Grace, and in another city he took campaign contributions from a garbage contractor or a competitor of waste management. So you yourself had doubts about his conduct because of contributions he accepted.

421

00:56:43.790 --> 00:57:03.269

Cooper City Hall: So this says you can raise it from anyone you want. It could be an entity. The mafia can give you money, but they can't come before us for a contract, you know. So this is what I'm saying. This isn't say you can, only you can raise it from anyone you want, just not a vendor of the city, not a lobbyist or not a real estate developer.

422

00:57:03.540 --> 00:57:17.780

Cooper City Hall: because those people like you said they give re money for a reason. When you said Miss Calhoun gave it to you, although you had vote against her. And what did her boss to say? Well, why are we going to donate if she votes against us? Because that's the normal reaction. So Miss Cow, who might be that one exception.

423

00:57:18.090 --> 00:57:32.079

Cooper City Hall: But normally, that's what happens is entities are going to say we're gonna give them money because we want favorable things. Another thing is, if a candidate, if a member of the Commission's running for reelection and they go ask a vendor for money, it puts a vendor in a bad position.

424

00:57:32.120 --> 00:57:34.239

Cooper City Hall: The vendor! What is the vendor going to do?

425

00:57:34.930 --> 00:57:49.639

Cooper City Hall: You know this person? Boats on their thing? I know, and I think the vendors would rather not have to. It's almost like when they pass the lobbyists. The ban on lobby is buying dinner for the politicians. I think the lobbies are the happiest people that they didn't have to buy dinner anymore for all the all the elected officials up in Tallahassee.

426

00:57:50.160 --> 00:58:03.429

Cooper City Hall: you know they they wouldn't tell you that, but they probably loved that band, because what were they going to do? Not not do it back then, when it was so? Yes, this thing it it is legal, but I think what our goal is to constantly try to improve transparency.

427

00:58:03.630 --> 00:58:09.380

Cooper City Hall: And when we we know now about, you know implicit bias. We know these things naturally.

428

00:58:09.390 --> 00:58:29.490

Cooper City Hall: you know, occur so why wouldn't we try to make it better? Make sure that our city races are not decided by vendors and lobbyists and developers. It should be residents and anyone else so, and I hear what you're saying, Commissioner, shrouder. But you you say that this is to part of this is to improve transparency.

429

00:58:29.890 --> 00:58:33.700

Cooper City Hall: If I I don't understand.

430

00:58:33.910 --> 00:58:36.810

Cooper City Hall: We already have a very transparent

431

00:58:36.920 --> 00:58:41.390

Cooper City Hall: policy in place in terms of

432

00:58:41.490 --> 00:58:53.370

Cooper City Hall: every when you when you run for a local office you have to provide your itemized reports to the to the local city.

433

00:58:54.210 --> 00:58:55.370

Cooper City Hall: Miss Tedra.

434

00:58:55.590 --> 00:59:02.689

Cooper City Hall: you have to provide that to the local supervisor elections here in Cooper City

435

00:59:02.860 --> 00:59:07.350

Cooper City Hall: for every for everyone to see exactly

436

00:59:07.680 --> 00:59:11.990

Cooper City Hall: who is funding your campaign. So I don't.

437

00:59:12.560 --> 00:59:14.799

Cooper City Hall: Please tell me

438

00:59:15.830 --> 00:59:18.590

Cooper City Hall: what additional transparency

439

00:59:18.630 --> 00:59:22.360

Cooper City Hall: are being put in place as a result of this

440

00:59:22.680 --> 00:59:28.900

Cooper City Hall: ordinance. What we, what what this ordinance does, is it says, Okay.

441

00:59:29.790 --> 00:59:36.289

Cooper City Hall: you're still gonna have to continue to put that information is still going to be captured.

442

00:59:36.410 --> 00:59:40.859

Cooper City Hall: What we're saying, what the this potential ordinance says is, okay.

443

00:59:41.650 --> 00:59:50.020

Cooper City Hall: Anyone that is any current vendor or a developer or lobbyist that comes before this commission.

444

00:59:50.350 --> 00:59:58.089

Cooper City Hall: What we're saying is, you're not going to. You won't have an opportunity to give to that individual's campaign.

445

00:59:58.420 --> 01:00:01.029

Cooper City Hall: but anybody outside of that.

446

01:00:01.790 --> 01:00:07.400

Cooper City Hall: it could be a developer who it was. Well, let me in just food for thought.

447

01:00:08.210 --> 01:00:09.150

Cooper City Hall: So

448

01:00:09.550 --> 01:00:12.369

Cooper City Hall: it's not a developer today.

449

01:00:12.840 --> 01:00:15.309

Cooper City Hall: What happens if it becomes a developer

450

01:00:15.330 --> 01:00:24.939

Cooper City Hall: while an individual is running, or in future future years. What if they give it to you now and then? You're still in office and you get re-elected.

451

01:00:25.050 --> 01:00:38.890

Cooper City Hall: Well, they weren't a developer, and then they come into the city. There's there's things you can't take it again. Then, right? Okay, you you. But you've already exposed it like right. But you've already taken it. But you you're not going to do anything

452

01:00:38.940 --> 01:00:50.100

Cooper City Hall: differently. You're still gonna have to disclose it. Yeah, no, the second portion would be like, Mr. Commissioner Casman said. Now you're gonna have to disclose when they come up before you.

453

01:00:50.170 --> 01:01:01.050

Cooper City Hall: I have received a contribution from Jane DOE. And now Jane, though, wants me to vote on this. Well, there's no that's to. No, that's not what I was. No, no, no, no!

454

01:01:01.790 --> 01:01:21.009

Cooper City Hall: Now Jane DOE is now a developer, and Jane DOE is giving me money, because now they want me to vote for an item. But before they were a developer in the city Jane DOE Company believed in why I was running for office and decided to

455

01:01:21.030 --> 01:01:31.330

Cooper City Hall: fund my campaign, and once, and based on the work that they have seen me done as a result of their initial campaign. They say, well, we want to continue to

456

01:01:31.900 --> 01:01:34.790

Cooper City Hall: support good candidates.

457

01:01:34.930 --> 01:01:45.780

Cooper City Hall: Well, there is a it's I I just. We have a difference of of opinions here that I just wanted to make that. Now. Thank you. Thank you. Anything else, Commissioner Melody.

458

01:01:46.310 --> 01:01:48.530

Cooper City Hall: So

459

01:01:49.810 --> 01:01:51.650

Cooper City Hall: in this past election

460

01:01:52.460 --> 01:02:04.440

Cooper City Hall: I believe it was. Yes, Commissioner Councilman was also there. We all went in front of the realtors. but you know what it wasn't the realtors. It was a pack. So this.

461

01:02:04.530 --> 01:02:07.080

Cooper City Hall: So it's not applied because they have a pack.

462

01:02:07.370 --> 01:02:10.680

Cooper City Hall: our biggest vendor as a pack.

463

01:02:11.170 --> 01:02:21.870

Cooper City Hall: So when you get money from police and fire, you're not getting money from whatever police. Bso, police. You are getting money from a political action committee.

464

01:02:21.970 --> 01:02:24.369

Cooper City Hall: So now your transparency

465

01:02:24.790 --> 01:02:43.049

Cooper City Hall: is gone 2 out of 30, yeah, because you're allowed to get money from the pack. That was the realtors coming before us, asking us to vote on something if that if they did actually. Not only did they come before us and ask us to vote for something, but they insisted that we delay a vote. That is true, not, they insisted, like

466

01:02:43.130 --> 01:02:58.980

Cooper City Hall: very passionately, that we debate delay about it. So they insisted, in my opinion, that we delay about because they wanted to sit there. They didn't say a word, but they wanted to make sure that they sat there and we and we

467

01:02:59.190 --> 01:03:10.579

Cooper City Hall: complied and delayed that vote. When I say we it wasn't me, because I thought it was ridiculous that we needed to delay a vote that had no bearing on Airbnb's because it might impact their real estate.

468

01:03:11.710 --> 01:03:13.730

Cooper City Hall: But we did, but yet

469

01:03:13.740 --> 01:03:20.529

Cooper City Hall: we would still be taking money from them if we not have to be disclosed. that's fine, but it's still there.

470

01:03:20.540 --> 01:03:38.049

Cooper City Hall: so they're still influencing you because it's a pack, and you can't say no to that. Well, I know. So we can have. We have some improvements, because the law allows the outright ban. It doesn't mean we do nothing but the but you're looking at the biggest contracts in our city like which one.

471

01:03:38.560 --> 01:03:53.409

Cooper City Hall: So that's what they not be a so contract with a non-profit government agency a lot of different things. I'm running to get my like. The sheriff for Briar County doesn't like, hey, you know.

472

01:03:53.590 --> 01:04:22.140

Cooper City Hall: 110% for profit. But yet I don't know the the nature of that pack, but that is a for profit back. They're not. They're not. We're not voting on giving the real to the contract money. So we're

voting on developments that have a density level that will enable realtors to sell more houses, or we're voting on things that will affect development. But it is 110%. Because if I'm opening up a house.

473

01:04:22.140 --> 01:04:35.250

Cooper City Hall: a a development that has 100 houses, and then I decide to quadruple that and make it 400 houses. That is, a direct person can make money off of us. If they are a lobbyist, a developer, or a vendor.

474

01:04:35.250 --> 01:04:49.540

Cooper City Hall: they shouldn't be allowed to influence the campaign. But if if anyone else has absolutely no bearing. So if if 1, 2, and 3 have no bearing, and we have to just close it, and that's good enough for you.

475

01:04:49.540 --> 01:05:09.399

Cooper City Hall: Then why isn't everyone a disclosure? It's good enough, that's as strict as we can get with them. I'd like to be. I'd like to ban it out right, but they lost it. We can't. So this is right. You're stopping. Give me the analogy of Mr. Good, who you said it was biased because in. What I said was he did not disclose.

476

01:05:09.490 --> 01:05:11.500

Cooper City Hall: Go back. It was on the Transcript.

477

01:05:11.550 --> 01:05:18.539

Cooper City Hall: You're right. He wasn't required to. I never said he was required to, but he did not disclose. And if you look.

478

01:05:18.550 --> 01:05:26.129

Cooper City Hall: he gave 2 contracts from 2 cities that he worked in to the same person the way those contracts were written

479

01:05:26.420 --> 01:05:33.160

Cooper City Hall: like it don't like it. Agree, disagree. You and I are going to disagree on Tom. Good!

480

01:05:33.310 --> 01:05:37.319

Cooper City Hall: The and the story. But I wasn't upset with him.

481

01:05:37.560 --> 01:05:58.329

Cooper City Hall: Personally, I was upset with him writing, and he didn't even write the contract. Let's let's call it the way it is. He copied and pasted, took out Pembroke pines and put in Cooper City. But that's neither here nor there. But I was upset with him, not disclosing that he did take contributions when he was in charge of making a contract.

482

01:05:58.540 --> 01:06:02.409

Cooper City Hall: I like him as a person. I like his wife, I like his family.

483

01:06:02.500 --> 01:06:19.960

Cooper City Hall: I was upset with that aspect, and on top of that I'm sorry for touching. I didn't mean that I was upset with that aspect and the fact that when I had a meeting with him and the city manager in November. They both said they were working on the waste management. Rfp. They brought it up, not me.

484

01:06:20.500 --> 01:06:32.170

Cooper City Hall: And yet in March I'm receiving a letter from waste management saying Hello, and nothing happened. And if you look at the Rfp. That was completed before he left again, copy and pasted.

485

01:06:32.950 --> 01:06:45.139

Cooper City Hall: took out Pembroke Pines, put in Cooper City. So it was month. So that's what have set me more than anything. But again, neither here nor there I was upset with. That's all you have to do is say, he said.

486

01:06:45.420 --> 01:07:10.579

Cooper City Hall: I took money from waste management and voted no on them, and he said, that because that's the law in the city, right? It wasn't a law for the other. James does it? I'm trying to increase the law, the I. This is the same argument we had when when I proposed that first law that we disclosed. And now everyone says no problem with the disclosure. But that's not stopping the middle man, and no offense meant but your since you started

487

01:07:10.750 --> 01:07:19.190

Cooper City Hall: you were taking contributions from all of these people. Now it no longer affection, because you're never going to run for office in this city, or at least for the next 4 years.

488

01:07:19.640 --> 01:07:31.800

Cooper City Hall: and it's sure I want this change, but it has no bearing on you, and it has no bearing on Commissioner. It has a bearing on the residents of Cooper City, and that is why I vote the way I do

489

01:07:31.880 --> 01:07:35.530

Cooper City Hall: period, but it has a bearing on the residents, and the fact that

490

01:07:35.890 --> 01:07:56.069

Cooper City Hall: Mr. Smith, who is a regular person, who makes 100 grand a year is not self-funding, but you got so much money, Commissioner Cast, and because you were first running for a completely different office, and you want to talk about that. We can talk about that. You can pull up my report online

491

01:07:56.170 --> 01:08:14.719

Cooper City Hall: very easy to look at the site. Report up your report I saw, and I'm I send you the majority of your, the majority of your people that that that contributed to you were right people. I know I did accept money. Thank you. I did accept money. I just went quickly through through my

492

01:08:15.720 --> 01:08:25.369

Cooper City Hall: State funds when I was a candidate for State. I did accept money from 2 people who are currently vendors of Cooper City, and I want to go on the record and say, Ron Book and Bobby Robert

493

01:08:25.439 --> 01:08:49.249

Cooper City Hall: but I also want to say that if the new rules were implemented I would be totally fine not accepting money, and I accepted money from them is because I know them as people. I'm just saying that I think we're gonna we're gonna bite our nose despite our face. Everybody up here now is an incumbent, and and yes, I ran with less money. But there was. I think there's a whole different

494

01:08:49.410 --> 01:09:15.099

Cooper City Hall: scenario to that, and I'm not even going to get into that now, but it could be done as the point. I'm not saying it can't be done. I'm saying that we're limiting what you'd you'd run the first one. I don't know your beat team. Come it with less money. I mean, maybe people just need to go to you because that was the city ride one that wasn't just a a district one. No, the first time you ran you you ran with the last moment. Right? I'm not saying that it's not possible, I'm saying, but the majority of people

495

01:09:15.250 --> 01:09:17.650

Cooper City Hall: and Commissioner Green raises

496

01:09:18.080 --> 01:09:20.180

Cooper City Hall: tremendous amounts of money.

497

01:09:20.310 --> 01:09:27.300

Cooper City Hall: you know. He's one of the best fundraisers there is. If you look at his campaign contributions, and it's not necessarily for Cindy vendors, I mean. that's the truth.

498

01:09:27.380 --> 01:09:35.289

Cooper City Hall: So I I think it's a red herring. We've had people who have funded campaigns, who have had unlimited money, and that, and haven't one And was polling

499

01:09:35.390 --> 01:09:46.590

Cooper City Hall: She self-funded everything in the whole line, but like oh, Angel, she she she was a multi-millionaire who cell phone at all, and she also ran against Daddy. Okay, but she didn't win. But

500

01:09:46.960 --> 01:10:02.649

Cooper City Hall: okay, I mean there were other ones that you know, that there' been several mayor, real candidates that had plenty of funds and did not win, and so I I think, to keep out vendors, lobbyists, and developers is prudent.

501

01:10:02.700 --> 01:10:17.600

Cooper City Hall: It's a we're, you know, an extra level that if they had that current finds we wouldn't have that situation, Mr. Good, and I'm also one last thing. If you don't, I was going to say on that vote. I'm I'm I'll just one. When 10 s. It was you that, said

502

01:10:17.630 --> 01:10:29.379

Cooper City Hall: Commissioner Melody. Now, Commissioner Catsman. Yes, Commissioner shrouded. Yes, Commissioner Green

503

01:10:30.340 --> 01:10:35.649

Cooper City Hall: moving on. I'm sorry. No, it's my question. We're bringing back an ordinance to that effect. Thank you very much.

504

01:10:35.730 --> 01:10:51.360

Cooper City Hall: Moving on to item number 9, which I think, okay, a discussion on allowing private communities with private roads to add traffic calming devices without producing a full traffic study. Commissioner Kesman.

505

01:10:51.600 --> 01:10:53.640

Cooper City Hall: Thank you. Mayor.

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01:10:53.750 --> 01:11:01.229

Cooper City Hall: this is a an item. I've spoken to a few hos about. But it

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01:11:02.610 --> 01:11:06.640

Cooper City Hall: it came out of a personal situation. I live in Embassy Lakes.

508

01:11:06.660 --> 01:11:13.300

Cooper City Hall: I see a lot of speeding actually, one of our board members is here. Welcome. Mr. Kern.

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01:11:13.590 --> 01:11:18.419

Cooper City Hall: I there's a lot of speeding in our neighborhood. I'm sure a lot of people would agree. It's unfortunate

510

01:11:18.480 --> 01:11:24.120

Cooper City Hall: and we've got to find solution. So when I approached our property and manager I was.

511

01:11:24.360 --> 01:11:29.540

Cooper City Hall: and then I came to the city, I was told that you have to have a full traffic study to

512

01:11:29.660 --> 01:11:33.320

Cooper City Hall: put in any sort of traffic calming device, a speed bump, etc.

513

01:11:34.050 --> 01:11:42.330

Cooper City Hall: So I worked with public works and came up with some ideas

514

01:11:42.660 --> 01:11:44.270

Cooper City Hall: on how we could.

515

01:11:44.770 --> 01:11:50.230

Cooper City Hall: and I understand the reasoning for having the traffic or for having to the traffic study.

516

01:11:50.300 --> 01:12:00.169

Cooper City Hall: but I also think when a traffic study could cost $25,000, it's cost prohibitive for a community and ho! A to support that.

517

01:12:00.200 --> 01:12:01.580

Cooper City Hall: And that's her

518

01:12:01.700 --> 01:12:02.830

Cooper City Hall: instance.

519

01:12:03.100 --> 01:12:08.590

Cooper City Hall: So my suggestion to the Commission is to have a discussion.

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01:12:09.000 --> 01:12:10.909

Cooper City Hall: I'm glad that Mr.

521

01:12:11.020 --> 01:12:28.839

Cooper City Hall: Eric is here. not going to try that last name but just to talk about what what the reasoning is for the traffic study. And I think when we get down to it from the expertise that I've received. It's to ensure that it's not going to have any negative effect on storm water.

522

01:12:28.930 --> 01:12:42.979

Cooper City Hall: which obviously we don't want to solve one problem and cause another. so any drainage issues And then also we would want somebody from via so fire to certify that whatever

523

01:12:43.010 --> 01:12:48.409

Cooper City Hall: implementation we would put into effect would not negatively impact

524

01:12:49.190 --> 01:12:51.440

Cooper City Hall: response times or or the truck

525

01:12:51.800 --> 01:12:59.229

Cooper City Hall: the equipment that we have. And I know that a lot of the current calming measures that we use are

526

01:12:59.410 --> 01:13:03.179

Cooper City Hall: take that into account by having certain spacing that only our trucks can

527

01:13:03.390 --> 01:13:16.300

Cooper City Hall: kind of go in the middle. So With that, said I wanted to hear people's opinion. I I we haven't spoken before this, so I don't know where you're going to go on this one. But but I thought it'd be good to have a traffic expert here. Traffic engineer. So

528

01:13:17.140 --> 01:13:26.969

Cooper City Hall: yeah, Eric Schedesky, cordial group. so what I would say is, as a professional engineer. When you get your professional engineering license there is a

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01:13:27.090 --> 01:13:32.699

Cooper City Hall: standard of care. We're we're out here to protect the health, safety, and welfare of the

530

01:13:32.730 --> 01:13:39.349

Cooper City Hall: traveling public for residents. So there's a standard of care for me as a professional engineer when we do

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01:13:39.400 --> 01:13:52.009

Cooper City Hall: studies. And we look at traffic common devices. So there's a certain level of effort that's needed for you, you know. Do an installation of a device because of the liability, not only to private community.

532

01:13:52.020 --> 01:14:05.489

Cooper City Hall: You guys have it in your guys's code for a reason there. So we we look at these things because something could occur. You install something somebody gets heard. So just from a professional code standpoint, we

533

01:14:05.720 --> 01:14:09.350

Cooper City Hall: we do a certain level of that for that. I call it the standard of care

534

01:14:09.370 --> 01:14:19.080

Cooper City Hall: for to in traffic studies, if we install infrastructure or any type of calming device. So that'd be my first response to you on on this effort.

535

01:14:19.810 --> 01:14:22.310

Cooper City Hall: So that said.

536

01:14:22.450 --> 01:14:24.670

Cooper City Hall: if I mean putting a

537

01:14:25.330 --> 01:14:36.179

Cooper City Hall: let's call it a speed bump for ease of use. you know. Let's say it's I know that can't be too close to particular stop signs or anything like that. Let's say it's an on it.

538

01:14:36.250 --> 01:14:41.510

Cooper City Hall: And there's been a negative or a neutral impact on storm water?

539

01:14:41.690 --> 01:14:45.299

Cooper City Hall: What would be the other concern?

540

01:14:46.130 --> 01:14:51.640

Cooper City Hall: I mean, if I if I'm going to put a speed bump. isn't it just there to make people go slower.

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01:14:53.040 --> 01:14:53.820

Cooper City Hall: It's not

542

01:14:58.220 --> 01:15:06.990

Cooper City Hall: a certain pattern to alleviate that. You also can't have it necessarily right in front of

543

01:15:07.030 --> 01:15:30.410

Cooper City Hall: driveway, because a lot of people will go around. So, depending on the placement. And I'm sorry I'm I'm answering. I've done a lot of research on it. No, but these are standard things that they clearly know not to put it. And we can put that in our code. We can put in proactive measures that say, you know, it can't be

544

01:15:30.780 --> 01:15:34.239

Cooper City Hall: at intersecting driveways. It can't be this. It can't be that there are

545

01:15:34.310 --> 01:15:43.829

Cooper City Hall: roads that when when the develop and I'm going to use my neighborhood as an example, because I live there. There are roads in my community that have speed bumps.

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01:15:43.970 --> 01:15:48.230

Cooper City Hall: and then the rest of the neighborhood just doesn't have any

547

01:15:48.440 --> 01:15:54.829

Cooper City Hall: but I can tell you people use my my road as a through street, because it's long and straight.

548

01:15:55.060 --> 01:16:01.239

Cooper City Hall: and I can't send my kids out there to ride their bikes, and I know that impacts a lot of the residents of Cooper City

549

01:16:01.360 --> 01:16:04.180

Cooper City Hall: who have private rows in front of their

550

01:16:04.270 --> 01:16:09.530

Cooper City Hall: homes. Public roads, too, but the public roads are hopefully being handled through this traffic study. We're doing

551

01:16:09.630 --> 01:16:10.600

Cooper City Hall: so.

552

01:16:10.810 --> 01:16:24.450

Cooper City Hall: you know. I'd like. I'd also like to hear from my colleagues. It you know it may not. I may not have the perfect solution. I'm coming in with a discussion request, but I'd like to come up with a way that makes it feasible for our hos to do something.

553

01:16:24.640 --> 01:16:30.259

Cooper City Hall: and keep their neighborhoods safer without a $25,000 fee for each. Speedbo.

554

01:16:31.500 --> 01:16:32.930

Cooper City Hall: Mayor Morris.

555

01:16:33.070 --> 01:16:58.930

Cooper City Hall: Commissioner Grant. Thank you. Thank you. So, Commissioner Katzman. I I hear your I hear your concerns with regards to the P. With the speeding in your development. we're going through a comprehensive study right now on speed, on traffic coming device devices or potential devices for 51 areas throughout the city.

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01:16:59.000 --> 01:17:00.250

Cooper City Hall: that.

557

01:17:00.350 --> 01:17:05.410

Cooper City Hall: that the city is is paying for

558

01:17:06.250 --> 01:17:09.489

Cooper City Hall: right? Because what we are trying to determine is.

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01:17:09.610 --> 01:17:20.769

Cooper City Hall: you know, if it warrants for traffic. traffic coming devices to be in place in certain areas. We want to make sure that we have the

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01:17:20.810 --> 01:17:26.689

Cooper City Hall: to your point, Mr. A standard

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01:17:27.250 --> 01:17:28.369

Cooper City Hall: of care

562

01:17:28.430 --> 01:17:38.640

Cooper City Hall: or standard in my in my humble opinion, I'm thinking, I'm thinking, that you are looking for a standard level of care where you can say to the city, hey? Based on

563

01:17:38.910 --> 01:17:46.639

Cooper City Hall: our expertise. This is what warrants a a traffic coming devices warranted here

564

01:17:46.660 --> 01:17:48.910

Cooper City Hall: and not necessarily there.

565

01:17:50.330 --> 01:18:01.410

Cooper City Hall: I I I understand that. And I would hope that in private communities private roads that we would that I I just believe that if you're going to have

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01:18:01.530 --> 01:18:05.759

Cooper City Hall: consistency

567

01:18:06.090 --> 01:18:12.039

Cooper City Hall: in certain parts of the city there, there needs to be consistency throughout the city.

568

01:18:12.070 --> 01:18:29.100

Cooper City Hall: So I understand your I know your point is well, these are private roads. and we certainly don't want to hamstring the our residents with finances to have to produce a traffic study.

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01:18:30.830 --> 01:18:39.000

Cooper City Hall: I I just I I disagree with that. In that you want to make sure that you have some level of care

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01:18:39.600 --> 01:18:54.549

Cooper City Hall: standard of care as you're contemplating putting in those traffic coming devices. And I hear and I heard you. I'm hearing you say, well, we can put that in an ordinance where we can put that in an ordinance where we can well based, on whose level of expertise

571

01:18:55.000 --> 01:19:17.160

Cooper City Hall: is it the Commission's expertise? Or are we going to? So now, if it's going to? If it if we're creating an ordinance and we're saying the Commission, the elected body is saying, Well, based on these what we believe should be the items in that ordinance and then, once that's in there, private roads. If they meet

572

01:19:17.190 --> 01:19:25.619

Cooper City Hall: our criteria. They can do a traffic, they can put in traffic coming devices. I think that we're setting ourselves up for potential liability.

573

01:19:26.420 --> 01:19:31.809

Cooper City Hall: because if something happens now, someone in the private. If

574

01:19:32.270 --> 01:19:35.340

Cooper City Hall: the people in those gated communities don't like

575

01:19:35.540 --> 01:19:36.729

Cooper City Hall: where you put it

576

01:19:38.100 --> 01:19:55.979

Cooper City Hall: and not putting it there, it would be the hoa. You're absolutely right, but they're going to come back, and they're going to say, well, it was the City Commission that gave you the authority to do that. So guess what in the in today's age people file lawsuits

577

01:19:56.200 --> 01:20:07.149

Cooper City Hall: all the time. And I promise you. once we once you open up that, can I? I don't think that we can come back. So on that note, then. So on the Flip side, I could sue

578

01:20:07.340 --> 01:20:08.550

Cooper City Hall: the city, for

579

01:20:08.620 --> 01:20:15.980

Cooper City Hall: if if somebody gets injured on a street. because the city is not doing anything about helping the residents.

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01:20:16.200 --> 01:20:26.370

Cooper City Hall: So that's not. That's not. That's not an that's not entirely true, because I mean, what? What's the

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01:20:26.500 --> 01:20:32.199

Cooper City Hall: but that's what the city need to to, can I? Oh, I'm sorry. I'm sure it doesn't allow my community to respond.

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01:20:32.250 --> 01:20:35.459

Cooper City Hall: With a feasible mean. I mean, this is

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01:20:35.520 --> 01:20:40.849

Cooper City Hall: at this is cost prohibitive the way it is now period, end of story. I was told that by my

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01:20:41.600 --> 01:20:49.560

Cooper City Hall: I mean, I'm talking at least from my understanding. It's $25,000 per speed bump. That's and I don't know that's exactly right. But that's

585

01:20:50.100 --> 01:20:52.830

Cooper City Hall: if I'm completely wrong, but that's what I was told.

586

01:20:55.000 --> 01:21:05.180

Cooper City Hall: There's there's there's no solution at that point unless I I mean, I can put up the the yellow kid that says, Stop! My kid lives here on the side of the road, and then someone's just gonna hit it and

587

01:21:05.290 --> 01:21:24.790

Cooper City Hall: and thank you, Commissioner Kathleen, and please forgive me for you know, interrupting you, I love the I'm sorry. I'm sorry. No problem. And and you're absolutely absolutely correct. Commissioner. Catsman

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01:21:25.240 --> 01:21:32.089

Cooper City Hall: Mayor Ross and Commissioner Melosey, Commissioner Strad have had we? We've had the luxury of being up here

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01:21:32.140 --> 01:21:36.180

Cooper City Hall: for quite some time, and I can tell you historically.

590

01:21:36.590 --> 01:21:42.669

Cooper City Hall: throughout. Whenever we've had residents that have come before this commission and have said

591

01:21:43.150 --> 01:21:46.950

Cooper City Hall: they're speeding on my street. Do something about it.

592

01:21:48.900 --> 01:21:52.449

Cooper City Hall: please correct me if I'm wrong Mayor, Commissioner Melosie.

593

01:21:52.560 --> 01:22:00.369

Cooper City Hall: we have said, Okay, well, we need to. Now. Mr. Bailey or Mr. Whoever the public works with, Hey.

594

01:22:00.620 --> 01:22:09.819

Cooper City Hall: the city, the action that we took was, let's let's do a traffic calming study to to to determine if it's warranted

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01:22:09.830 --> 01:22:18.429

Cooper City Hall: a traffic calming device is warranted there, i. E. A stop sign, or it's been a traffic light, or it's been something.

596

01:22:18.620 --> 01:22:20.540

Cooper City Hall: But I know that historically.

597

01:22:20.600 --> 01:22:28.769

Cooper City Hall: we've always wanted. We've always wanted to rely on the experts to the term to tell us. Well, the best course of action, that's all.

598

01:22:28.900 --> 01:22:30.409

Cooper City Hall: Thank you. Man

599

01:22:32.720 --> 01:22:33.870

Cooper City Hall: Commissioner.

600

01:22:34.110 --> 01:22:37.269

Cooper City Hall: yeah. I I don't know why we require it.

601

01:22:38.160 --> 01:22:46.570

Cooper City Hall: There could be a reason. There can't be a reason. I don't know. I I would just that'd be like, maybe our consultant could could give us like a we could have

602

01:22:46.900 --> 01:22:59.159

Cooper City Hall: do a report and say, this is why it's in there. This is what the why you do it. Why, you don't do it, because maybe we're just doubling down, for maybe there's a good reason. I don't know. I think he answered it. I think the standard of care

603

01:22:59.330 --> 01:23:06.670

Cooper City Hall: I don't want to put it on like, you know, I'd like I don't know what exactly what the Ordin says

604

01:23:08.060 --> 01:23:35.190

Cooper City Hall: they got in there somehow. Is that common? I don't want to make the gentleman answer that rather like something the pros and cons, and we cannot. I attach it to the yeah, I know. But I'm saying, I don't know why it was adopted, is it just there? For they've always done it to they always required, or just, you know, that come up with X, y, and Z. So I don't know. I like a little bit of analysis because it does come up over and over. I would like to remove it if it's an unnecessary burden, I just want to know before I'm doing it. I'm not

605

01:23:35.470 --> 01:23:37.330

Cooper City Hall: creating other problems.

606

01:23:38.430 --> 01:23:39.939

Cooper City Hall: Thank you. Commissioner Melosi.

607

01:23:40.600 --> 01:23:47.079

Cooper City Hall: Okay, so several things. The speed bumps and Embassy have been there for almost 20 years.

608

01:23:47.650 --> 01:23:51.459

Cooper City Hall: They had them. They were putting them in

609

01:23:51.470 --> 01:23:58.170

Cooper City Hall: then the police at the time and fire at the time. Emergency services at the time said

610

01:23:59.080 --> 01:24:13.539

Cooper City Hall: no more. You're damaging trucks because of the the way they were designed. So they stopped, which is or is, is depending on depending on the device. Yes. Well, that's what that's I. Just as a response.

611

01:24:13.870 --> 01:24:21.599

Cooper City Hall: if if I may. This specifically says fire. We have to approve it. Correct. So that's that's one

612

01:24:21.610 --> 01:24:33.649

Cooper City Hall: too. If you were to give, you know, and and I know that this is not the intent in any way, shape or form. If you were to give a an h a free rain, they can have a speed bump every 20 feet.

613

01:24:33.750 --> 01:24:36.240

Cooper City Hall: No, I'm just saying, if they have free rain.

614

01:24:36.400 --> 01:24:48.790

Cooper City Hall: obviously they cannot. We don't want that. I know that the city does not put any money in streets in hos, because they are their private roads. We don't put money in sidewalks. We don't put money in trees, etc.

615

01:24:49.370 --> 01:25:00.429

Cooper City Hall: In my opinion, if we can develop guidelines. go for it because they have the same problems that we do. The difference is when you're in a gated community within a.

616

01:25:00.740 --> 01:25:02.120

Cooper City Hall: in theory

617

01:25:02.250 --> 01:25:10.710

Cooper City Hall: you're not getting passed through. You're not getting well, maybe not, Commissioner Strata, because he goes everywhere with his little thing. You're not getting Tedra

618

01:25:11.160 --> 01:25:13.769

Cooper City Hall: to drive through your neighborhood

619

01:25:14.050 --> 01:25:18.719

Cooper City Hall: on her way from Point A to Point B, because she doesn't live in Embassy.

620

01:25:18.980 --> 01:25:24.090

Cooper City Hall: I'm just using you because you're the only one up here that doesn't live in everything other than me.

621

01:25:24.370 --> 01:25:25.410

Cooper City Hall: So

622

01:25:26.310 --> 01:25:30.550

Cooper City Hall: because you only have the people in that area, one of the criterion.

623

01:25:30.740 --> 01:25:38.280

Cooper City Hall: if I recall correctly, was X amount percent need to sign off on it. So if you're going to have this speed bump on

624

01:25:38.430 --> 01:25:55.399

Cooper City Hall: Main Street, U.S.A. And there's 100 houses on Main Street, U.S.A. Then 75 of those 100 houses need to have buy in and say, Yes, we want this. And they need to basically almost go out like a declaration, saying, We're okay with this.

625

01:25:55.490 --> 01:25:57.900

Cooper City Hall: then, and that is because

626

01:25:58.250 --> 01:26:12.550

Cooper City Hall: historically, the city was pro-speed bump. And then people got it. And then they said, No, we don't want it because it hinders us, because people speed in between speed bumps because of many of the things that were mentioned earlier.

627

01:26:12.700 --> 01:26:16.600

Cooper City Hall: and then the people said. Take them out.

628

01:26:16.870 --> 01:26:25.090

Cooper City Hall: So the city paid for the traffic study the city paid to install, and then the city had to pay to take them out because the residents pitched a fit.

629

01:26:25.580 --> 01:26:35.220

Cooper City Hall: This is exactly what happened here is this came out of Chris Farrell's mouth, and he was a city manager long ago. So can we get all this in an analysis

630

01:26:35.290 --> 01:26:38.939

Cooper City Hall: and sort of anecdotally? I'm not. I'm I'm just saying.

631

01:26:39.100 --> 01:26:44.260

Cooper City Hall: But so that's why they the res. I'm giving you the reasons why they need the buy in

632

01:26:44.400 --> 01:27:04.340

Cooper City Hall: it specifically says what you're quoting is, if the road is not under the jurisdiction of of an Ho, a community, CD. Or other association. Then you need the 67. In this case, all I'm all I'm trying to do is give more authority to a little more local. I don't okay with that which knows what it's like. And you're right about the

633

01:27:04.680 --> 01:27:06.100

Cooper City Hall: hypothetically.

634

01:27:06.260 --> 01:27:15.820

Cooper City Hall: It's our own community. We and I'm this isn't just embassy we have a lot of. I know you have a ton of hos, without a doubt. I'm just using it, because that's

635

01:27:15.900 --> 01:27:24.169

Cooper City Hall: it's and I respect your job. And I think that's why I'm trying to come up with a solution that makes it

636

01:27:24.230 --> 01:27:33.610

Cooper City Hall: less cost prohibitive for these private communities to develop a solution. but I will say there's a ton of speeding

637

01:27:33.740 --> 01:27:41.130

Cooper City Hall: everywhere. That's why I, including your private gates.

638

01:27:41.270 --> 01:27:44.920

Cooper City Hall: correct. So that's where I'm trying to give them the ability to

639

01:27:44.960 --> 01:28:04.620

Cooper City Hall: without overburdening the residents in the hos. No, I I agree with you. I also know that when I'm gonna I'm gonna call it something improperly. And I apologize. Mr. City manager. Maybe you can give me the proper word because I'm having a moment when a developer comes in. They've got to sit before.

640

01:28:04.750 --> 01:28:25.989

Cooper City Hall: Okay, sorry. Thank you. I was having a moment so we could have something similar to that. If you know Country Glen Embassy, one of the subdivisions in Rock Creek that are gated. They want this. They would maybe we could make that where they have to sit, and on the Drc. Is, you know, traffic, etc. We could.

641

01:28:26.870 --> 01:28:46.760

Cooper City Hall: or they could dissect and go through a spot by spot criterion of yes, it's this, this and this, all the spaces need to be pre-approved, or all the the placement, the type, everything needs to be

approved. But make it so that it's not $25,000 per speed bump, because that's insane, and we're only here to help the residents.

642

01:28:46.830 --> 01:28:56.989

Cooper City Hall: I'm okay with that. But I also want you to remember that people go around. People speed in between. Which is why I know that you had said this to me. That

643

01:28:57.440 --> 01:29:01.200

Cooper City Hall: rumble strips are not part of

644

01:29:01.290 --> 01:29:02.620

Cooper City Hall: D. O. T.

645

01:29:02.680 --> 01:29:20.680

Cooper City Hall: Only on on exit and entrance ramps. So that was one of my. I know they make noise when people go fast they are. They're very loud, but that's also a deterrent. So I know when you go quickly over a rumble strip you're like, Oh, and it's not pretty, it's it. It's for just it from a If you're

646

01:29:20.680 --> 01:29:39.499

Cooper City Hall: traveling on the interstate turnpike, I think you had mentioned that one of the meetings is that If you start falling asleep, it's for Lane. Departure issues when you're on an interstate that type of thing. So Dot has that. And there's a whole, you know design criteria for installation. Yeah, I know that when I leave Sam's club in sunrise there's rumble strips.

647

01:29:39.530 --> 01:29:40.950

Cooper City Hall: and that's not

648

01:29:41.770 --> 01:29:52.469

Cooper City Hall: exit or or entrance ramp, or anything on the side of the road. So, and I've seen them. Schools have rumble strips. I've I've had to drive over Embassy Creek.

649

01:29:52.620 --> 01:30:06.049

Cooper City Hall: Elementary has rumble strips south as ranch. It's on Sterling Road, in Maine, those crumble strips. There's also Actually, it's the turnpike has rumble strips that if you go over them at the proper speed.

650

01:30:06.090 --> 01:30:34.259

Cooper City Hall: you! It plays a song which I just think that sounds like a miss. No, it's not yeah. It it may not be 95, but they have it in the right lane, and I just it's awesome. But so they use them in in a multitude of areas. So I mean. I think it's all it's it's one of the most cost, effective rumble along traffic deterrence. Yes, I will rumble along. Excuse me, only you are allowed to to

651

01:30:34.290 --> 01:30:40.510

Cooper City Hall: let me. I I say this as a resident

652

01:30:41.310 --> 01:30:42.650

Cooper City Hall: embassy. Lakes

653

01:30:43.840 --> 01:30:45.620

Cooper City Hall: perception is reality.

654

01:30:45.760 --> 01:30:49.639

Cooper City Hall: and we are already perceived as the Elitists

655

01:30:49.670 --> 01:30:52.180

Cooper City Hall: Cooper City. and I don't like that

656

01:30:53.220 --> 01:31:02.379

Cooper City Hall: now, adding to well, I don't want to be part of Cooper City and have to follow what Cooper City does. I want to be excluded.

657

01:31:02.550 --> 01:31:08.019

Cooper City Hall: I want it an exception to what the city requires. That's what I'm hearing.

658

01:31:08.620 --> 01:31:18.149

Cooper City Hall: and that's not a good look. Now hold on, I'm not. I'm not even close to being done yet. Oh, gosh! Equal protection! Under the law

659

01:31:18.480 --> 01:31:20.610

Cooper City Hall: every resident is equal.

660

01:31:21.190 --> 01:31:25.589

Cooper City Hall: But you don't want to treat them that way. You want to give an edge

661

01:31:26.070 --> 01:31:27.189

Cooper City Hall: to those

662

01:31:27.440 --> 01:31:30.420

Cooper City Hall: who can afford to be an N. Oh, a.

663

01:31:31.800 --> 01:31:41.180

Cooper City Hall: Well. they're still in Cooper City. and we still have a standard of care, and I will utilize your words and give you credit for that.

664

01:31:42.210 --> 01:31:44.339

Cooper City Hall: and I think that is a concern

665

01:31:44.720 --> 01:31:50.270

Cooper City Hall: where I don't have the wherewithal of the knowledge of what is needing.

666

01:31:50.750 --> 01:31:56.559

Cooper City Hall: That gentleman went to school for it. That gentleman is certified in it. That gentleman knows what's needed.

667

01:31:57.290 --> 01:31:59.970

Cooper City Hall: I know that Embassy Lakes did

668

01:32:01.290 --> 01:32:05.559

Cooper City Hall: bumps the speed bumps in the very, very beginning.

669

01:32:06.960 --> 01:32:08.080

Cooper City Hall: and I didn't like it

670

01:32:08.150 --> 01:32:12.550

Cooper City Hall: because they had 2 speed bumps on one road 50 feet apart

671

01:32:12.830 --> 01:32:18.250

Cooper City Hall: and within 25 feet of a stop sign. I mean, the stupidity was overwhelmed.

672

01:32:18.580 --> 01:32:19.949

Cooper City Hall: and they realize that

673

01:32:20.550 --> 01:32:31.480

Cooper City Hall: didn't know where they had the authority to do it. In the first place, but they took it under advisement and did the right thing, and took out one of the 2 speed box. There is still a speed bump there!

674

01:32:31.680 --> 01:32:40.440

Cooper City Hall: I do like that. Why? Because it does go to what you're saying, and that is, I'm trying to stop speeding.

675

01:32:40.870 --> 01:32:47.520

Cooper City Hall: Well, the first and initial way you do. It is by coming traffic devices, and you have a speed limit.

676

01:32:48.280 --> 01:32:52.269

Cooper City Hall: But we are all attuned to that.

677

01:32:52.390 --> 01:33:03.920

Cooper City Hall: and we don't follow the speed limit. And that's why the captain and his entire team of Bso has a job. And that's called Job security absolutely

678

01:33:04.170 --> 01:33:08.410

Cooper City Hall: absolutely. And I

679

01:33:08.660 --> 01:33:10.230

Cooper City Hall: like the idea

680

01:33:10.790 --> 01:33:15.869

Cooper City Hall: of having the criteria, which includes a $25,000 study.

681

01:33:16.300 --> 01:33:19.569

Cooper City Hall: because you then have skin in the game.

682

01:33:20.140 --> 01:33:23.209

Cooper City Hall: It's just not well, we're going to ask, and

683

01:33:23.300 --> 01:33:25.169

Cooper City Hall: then what happens if

684

01:33:25.460 --> 01:33:26.440

Cooper City Hall: the

685

01:33:27.160 --> 01:33:32.780

Cooper City Hall: and I'll take Commissioner Green's Airy Rock Creek

686

01:33:33.190 --> 01:33:34.800

Cooper City Hall: they have both

687

01:33:35.070 --> 01:33:42.859

Cooper City Hall: gated and not David. Now you have a situation where the H of a is a treated differently

688

01:33:43.030 --> 01:33:46.190

Cooper City Hall: and better than those who are not.

689

01:33:47.970 --> 01:33:57.790

Cooper City Hall: Well, I I am right, because those who are not in the H. A, yeah, I thank you. I heard that. Yeah, I'm just waiting. But I I what I'm saying is.

690

01:33:57.840 --> 01:34:00.810

Cooper City Hall: those who were not in nature way are now subject

691

01:34:00.860 --> 01:34:07.389

Cooper City Hall: to what we require, and those who are in an no way you're asking should not be.

692

01:34:08.000 --> 01:34:09.950

Cooper City Hall: and so I I can't.

693

01:34:11.230 --> 01:34:18.700

Cooper City Hall: I can't accept the responsibility of setting a standard of care when I'm not the expert. That's why we have studies.

694

01:34:19.180 --> 01:34:19.990

Thank you.

695

01:34:20.540 --> 01:34:26.020

Cooper City Hall: With respect. I have some responses to you number one. If

696

01:34:26.570 --> 01:34:33.519

Cooper City Hall: all was equal, the city would pay for the roads. They do not. Residents of Hos.

697

01:34:34.480 --> 01:34:49.350

Cooper City Hall: Well, that's my point. He's saying that they're elitists, and that they don't pay their fair share. And all this other stuff, that this is perception, the h of the but the reality is hoa residents have to pay more, because the when the when the roads are ruined

698

01:34:49.370 --> 01:34:55.039

Cooper City Hall: or destroyed or need to be re-asphalted, the city doesn't pitch on anything

699

01:34:55.760 --> 01:34:59.480

Cooper City Hall: it's in, it's

700

01:34:59.600 --> 01:35:01.279

Cooper City Hall: but but you're just saying that

701

01:35:01.540 --> 01:35:04.670

Cooper City Hall: the hos are asking for special privileges.

702

01:35:04.930 --> 01:35:10.409

Cooper City Hall: They have less privileges as being in the nature way than a regular resident. They are a donor

703

01:35:10.450 --> 01:35:14.600

Cooper City Hall: residents because they're paying for streets in front of

704

01:35:14.870 --> 01:35:17.519

Cooper City Hall: communities in front of other people's houses

705

01:35:17.970 --> 01:35:24.740

Cooper City Hall: that do not live in a gate. So how is that there? they they chose it.

706

01:35:25.550 --> 01:35:41.339

Cooper City Hall: they chose it. I chose it, I'm saying they but I'm coming up with a solution, for you also live in an area that has speed bumps. So you better. No, no, no, my! My block is not the entry to your right home area. Right? Has the speed bone right?

707

01:35:41.410 --> 01:35:47.789

Cooper City Hall: Therefore you're benefiting from the one area that I'm aware of, there might be a few others that has a speed bum.

708

01:35:48.150 --> 01:35:55.399

Cooper City Hall: So maybe you don't see the problem as much as as I do, and I'm sure other residents do. I'm down your area all the time.

709

01:35:55.450 --> 01:36:06.460

Cooper City Hall: Okay, maybe you're the guy blowing through the stop. Sign not me. And you and you have a good eye. Yeah. And and and particularly Bso knows what I drive.

710

01:36:07.350 --> 01:36:09.949

Cooper City Hall: So so my point is like, you know

711

01:36:10.790 --> 01:36:17.740

Cooper City Hall: you. You brought it up that you live in there and and everything else. Your area has a speed bomb. So

712

01:36:18.330 --> 01:36:22.590

Cooper City Hall: again, you. I don't know if you moved in, and the bump was there or not, whatever. But

713

01:36:22.740 --> 01:36:33.640

Cooper City Hall: but you have that benefit or or not depending on how you look at it, and I'm not saying that every every street and embassy, or in country glen, or any other gated community should have

714

01:36:34.210 --> 01:36:52.320

Cooper City Hall: traffic coming devices. I'm saying that they should have the opportunity to make a decision with a an abbreviated traffic study. It's not, I'm not saying, go in and put a speed bump every 5 feet there would have to be specific criteria. They'd have to have a base level traffic study done.

715

01:36:52.810 --> 01:36:57.319

Cooper City Hall: I don't know if it's going to be a base level. Why can we accept the modified one?

716

01:36:57.930 --> 01:36:59.150

Cooper City Hall: you know.

717

01:36:59.220 --> 01:37:05.549

Cooper City Hall: moving on. I I agree with having an expert help us develop that I'm not saying that we, as Commissioners.

718

01:37:05.640 --> 01:37:14.889

Cooper City Hall: adding to Commissioner Green's point earlier, have the capacity or knowledge. At least I don't to develop the criteria. I'm asking us to

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01:37:15.000 --> 01:37:18.209

Cooper City Hall: look at the criteria and perhaps find a way

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01:37:18.800 --> 01:37:26.219

Cooper City Hall: to make it less cost prohibited, because the 25,000 that I was told is is per instance, who told you that?

721

01:37:27.120 --> 01:37:34.640

Cooper City Hall: Because I I need to to, can we? Just

722

01:37:34.740 --> 01:37:49.180

Cooper City Hall: if I may? I don't know the 25 I will quote if that includes construction plus the study. But Every device has a cost associated with the unit cost. But to do, for example, a speed study for

723

01:37:49.180 --> 01:38:06.700

Cooper City Hall: our traffic on the study for like one stretch of rowing, because, you know. So you have a a A, you know, a development that's got, you know, a square sort of street network. You get the straightaways. You want to look at those straightaways where people can pick up speed for that stretch. You would look at sort of a mental midway between

724

01:38:06.700 --> 01:38:29.549

Cooper City Hall: those 2 ends, and you lay a tube down, that's certain. The cost of, you know, $500 or something away in the tube, and then you do the analysis, and you look at the speeds and see if it actually wants up for the criteria. And so this number of steps you take and put together that report, and if it you know, meets the criteria for the context, and then provide that report. Then there's, you know, costs associated with

725

01:38:29.570 --> 01:38:44.780

Cooper City Hall: installation for that device. Whether it be a speed table speed hump. I'm in Customer is correct. Yeah, there's 67 that requirement for residents in the area to be supportive of of that traffic

726

01:38:44.800 --> 01:38:51.900

Cooper City Hall: regulation. If there's an H right? Correct all current, there's private and public separate codes for those. Yeah. So the the other thing, though.

727

01:38:52.120 --> 01:38:59.700

Cooper City Hall: what I'm saying is, maybe we don't need the the. If the if the community is identifying it as an issue area. Maybe we can bypass the

728

01:38:59.840 --> 01:39:05.489

Cooper City Hall: the measurement and say, we already know as a community, that is an issue.

729

01:39:05.570 --> 01:39:10.930

Cooper City Hall: because he's saying, lay the strip for $500 that measure and calculate what I'm saying is.

730

01:39:11.010 --> 01:39:17.319

Cooper City Hall: the the community can identify that. It's an issue area. What we're asking the engineer to tell us is

731

01:39:17.450 --> 01:39:19.860

Cooper City Hall: is where we're going, where we're putting it

732

01:39:20.060 --> 01:39:36.700

Cooper City Hall: in the right location. And is it going to affect storm water, if I May. And so this goes back to that standard of of making sure you have data points on you. And I mentioned getting a second pay the point from the captain for the speed signs our radar signs

733

01:39:36.720 --> 01:39:41.580

Cooper City Hall: to for the calibrate what we had collected on a 3 day period in May.

734

01:39:41.630 --> 01:39:51.349

Cooper City Hall: to make sure. every data point you get is that it further reinforces that science back determination on whether or not something should be or should not be installed so.

735

01:39:51.510 --> 01:40:03.330

Cooper City Hall: and I live in a gated community, and I'm I'm very much aware of speeds on the roads, too. But there is a process on on, on to to make sure, because if you put something in again

736

01:40:03.520 --> 01:40:18.040

Cooper City Hall: on one data point in time, if you take it for 24 h versus 72 h. Taking 3 days data, you make it an anomaly where it's, you know, 5 mile an hour over the post and speed of it versus 10. And those other 2, 3, 4, 5, 6 days you get.

737

01:40:18.080 --> 01:40:30.570

Cooper City Hall: It's 8, 9, 10 miles, and over it meets that criteria. So it's good to be able to do that. numbers backed justification for installation. Again, standard of care.

738

01:40:31.020 --> 01:40:33.539

Cooper City Hall: Can I ask the question of

739

01:40:33.730 --> 01:40:37.009

Cooper City Hall: 2 2 questions. So

740

01:40:37.520 --> 01:40:42.479

Cooper City Hall: my research is correct, when, if you have 2 parallel streets.

741

01:40:42.660 --> 01:40:55.100

Cooper City Hall: cannot put it all, you should not put it on one without putting it on the other, because you're just going to then double the traffic for the the parallel street. because the people want to avoid speed bump on Street A,

742

01:40:55.110 --> 01:41:00.120

Cooper City Hall: and then they all know that they can zoom zoom down Street B, because street B does not have it.

743

01:41:00.200 --> 01:41:07.879

Cooper City Hall: So that's one thing also. But if can you just let's pretend there's one street, that is.

744

01:41:08.140 --> 01:41:12.120

Cooper City Hall: What's the what's the what's the length of an average street? Give me a number.

745

01:41:13.640 --> 01:41:27.550

Cooper City Hall: you know, on a block here box signals as a as a mile, right? So that's too far. So let's say that 2,600 feet up there there's one block that's a quarter of a mile long. So that's probably an average block.

746

01:41:28.280 --> 01:41:33.190

Cooper City Hall: If you, if if that was in Commissioner Catsman's development

747

01:41:33.580 --> 01:41:37.649

Cooper City Hall: and you wanted to have a a traffic coming device there

748

01:41:38.660 --> 01:41:41.579

Cooper City Hall: for that one street. What would that cost?

749

01:41:42.170 --> 01:41:47.159

Cooper City Hall: Now I know you can't be exact, because

750

01:41:47.370 --> 01:41:59.119

Cooper City Hall: vary in price. But just give me a you can give me a a general. It's going to cost me 500 for the preliminary study. It's going to cost me this. It's going to cost me for installation. This. And this is what

751

01:41:59.120 --> 01:42:26.139

Cooper City Hall: what I would say for a study on that small of a nature, as far as not looking at the full development, I have multiple locations to be around 10 kil, 10 k to do that. And so 10,010 months. Yeah. And then you have whatever cost is to install the device which should say, it's 5,000. 8,000. So then, it's 18, and it's so to Commissioner Catsman's point. It's not 25 or whatever, but you know it could be depending on who puts the propos on it? Everything back to? Who told you that

752

01:42:28.260 --> 01:42:45.589

Cooper City Hall: at liberty to say so? Is there a way that we could. But that's 18, not all nice. Okay. What? I agree to ask our consultant to look at our ordinance and find a way to make a modified or something to make it more realistic for private property owners to be able to install these things if they want.

753

01:42:45.980 --> 01:42:52.509

Cooper City Hall: I don't have a but it might be rules if it has to meet X, y. And Z. But why don't we? I'm not giving up the standard of care.

754

01:42:52.710 --> 01:42:59.419

Cooper City Hall: We're not saying that maybe they're just asking for I I was gonna ask something something like, we're just asking for guidance, maybe to

755

01:42:59.680 --> 01:43:17.310

Cooper City Hall: Mr. Yeah, we might can manager to come up with possible. We're going to be paying them to do this because there is an additional work we are that we're asking. I don't think it's that any free. I'm just. I'm just. Yeah, no, no, I'm just. I'm happy to put together methodology as we've requested to you to. To.

756

01:43:17.310 --> 01:43:31.839

Cooper City Hall: I'm then I'm not method. I'm a a technical memorandum that speaks to the methodology, for you know this sort of process so, and how much would that cost approximately. I can put that together and get well. The city manager. Once we

757

01:43:31.990 --> 01:43:47.640

Cooper City Hall: we look at the full scope of things. That's fair. Let's give consensus to have city managers speak with them and come back. Thank you. Okay, if I may, may. Or one more thing on the standard of care, just to kind of tie this in a bow. for example. I will give you another traffic. Call me device

758

01:43:47.670 --> 01:43:57.320

Cooper City Hall: example. So if you put a new round about in, or a traffic neighborhood traffic circle at, let's say, a what was a 2 way stop control in their section?

759

01:43:57.360 --> 01:44:11.940

Cooper City Hall: What's the typical standard of care. What you should do is to evaluate the operations before and after, do it before and after study, and not only that, looking at what happens on crash reduction, you would look at crashes

760

01:44:11.940 --> 01:44:37.320

Cooper City Hall: again any more. There's there's the program called sign before analytics, where you can actually get crashes. There. Geo. Based. It's from University of Florida, from a date range, so you could do a 3 year evaluation year and a half before the roundabout was put in a year and a half after you can pick whatever time frame that is and evaluate. If there was a crash reduction, the standard of care is to look and see if you do a traffic army device. How is that done?

761

01:44:37.670 --> 01:44:54.640

Cooper City Hall: You know, taken by the travelling public, and that that that's an example of making sure you follow the standard of care to the before after study. So so you saying to us, it just won't cost the initial cost, because it's additional. I just want everyone to be aware of this.

762

01:44:55.120 --> 01:44:59.039

Cooper City Hall: So I thank you for your honesty. And you can. Yes, thank you.

763

01:44:59.470 --> 01:45:01.249

Cooper City Hall: Okay, let's move on.

764

01:45:01.480 --> 01:45:07.680

Cooper City Hall: We have item number 10. Well, 10. Okay, thank you.

765

01:45:07.920 --> 01:45:14.220

Cooper City Hall: Discussion and possible action and waste management extension proposal. Mr. City Manager.

766

01:45:17.180 --> 01:45:29.269

Cooper City Hall: Thank you. Mayor and Commissioners as I as is included in your packet. We did receive an updated extension proposal via email yesterday

767

01:45:29.320 --> 01:45:34.409

Cooper City Hall: late yesterday, and it's included in the packet and also online as well.

768

01:45:34.430 --> 01:45:57.309

Cooper City Hall: and I know some representatives are from here from waste management as well. But just an updated proposal from waste management. I'll cover the quick bullet points proposed a 6 month extension with a 5% adjustment on the waste management collection portion of the rate effective from 1123 to 3, 31, 24,

769

01:45:57.550 --> 01:46:09.700

Cooper City Hall: Again, the the disposable portion of our rates, the disposal portion of our rate was increased by when we on July third, and there will be a second adjustment on October first, based on the new disposal per ton rate.

770

01:46:09.780 --> 01:46:16.519

Cooper City Hall: Recycling process rate will also be adjusted in October, October one, to reflect the new waste management processing rate

771

01:46:16.600 --> 01:46:27.489

Cooper City Hall: and the counting and revision from the prior So middle waste management commits to providing for the environmental scholarship program during the extension term.

772

01:46:27.750 --> 01:46:41.950

Cooper City Hall: and lastly, regarding the termination clause, waste management. If with offering, the 6 month extension would will not accept the termination for convenience due to the short term of the agreement as we had discussed in previous conversations. So

773

01:46:42.320 --> 01:46:49.200

Cooper City Hall: I think that is, certainly, if there's any additional information required on that matter.

774

01:46:49.310 --> 01:47:00.669

Cooper City Hall: I did want to, maybe just touch on from a staff perspective, and and we'll share it a little later we are working under the managers, report related to our Rfp.

775

01:47:00.770 --> 01:47:06.030

Cooper City Hall: and I'll just give you a quick overview that

776

01:47:06.570 --> 01:47:17.890

Cooper City Hall: I think we'd we'd be looking to try and get the realistically and and having worked through that, get in an Rfp or a Bid process back to the Commission for their

777

01:47:18.090 --> 01:47:24.580

Cooper City Hall: potential action by late October, or maybe our last meeting in in October.

778

01:47:24.840 --> 01:47:51.109

Cooper City Hall: Yes, October 20. Fourth is what we're showing right now, and so I know I've talked to several of you, you know, really, based on and and maybe just to elaborate this, you know, this really is a an emergency situation an exigent circumstance, perhaps, as a as has come up. And you know, as it relates to from the staff side.

779

01:47:51.160 --> 01:48:10.349

Cooper City Hall: we're really in a position where the where the 6 months would allow us the appropriate time to to bid that out. And so I want to just go on the record to share that with commission, so that so that they were aware of it. And obviously, as it relates to our overall purchasing procedures.

780

01:48:10.930 --> 01:48:15.050

Cooper City Hall: Thank you. So let me just fast track it, or is it your opinion

781

01:48:15.130 --> 01:48:22.330

Cooper City Hall: to approve the extension

782

01:48:22.830 --> 01:48:23.750

Cooper City Hall: discussion?

783

01:48:24.050 --> 01:48:31.000

Cooper City Hall: Did you make the most? No, no, no motion yet. I'm just at the discussion right now. I concur with the city manager

784

01:48:31.010 --> 01:48:44.389

Cooper City Hall: gives him some breathing rooms and staff to do it. I I don't have a problem with it. Commission chart. Yeah. So we have an agenda item on here and doesn't say it's an excellent circumstance.

785

01:48:44.400 --> 01:48:46.529

Cooper City Hall: The contract does not allow an extension.

786

01:48:46.900 --> 01:48:54.700

Cooper City Hall: No, it's not an open contract, Mr. Horowitz, is it? Is. This is a contract. Allow for an extension.

787

01:48:55.200 --> 01:49:07.290

Cooper City Hall: Mayor, Commissioner. This is an issue that I've been talking about for the past couple of commission meetings and following the last meeting our office, my office took time to put together a brief chronology outlining the city's history of its relationship with waste management.

788

01:49:07.330 --> 01:49:16.829

Cooper City Hall: the short answer to your question, Commissioner, is this contract was initially bid in 2,006 for a 5 year term with 2, 3 year renewals. It was an 11 year contract

789

01:49:16.970 --> 01:49:30.209

Cooper City Hall: in 2,006, 2,001. It was an actually been to that. Excuse me, right, 2,001 in 2,006. The Commission went out to bid at the time rejected all the bids, and entered into the first rule with waste management.

790

01:49:30.810 --> 01:49:38.510

Cooper City Hall: The initial Rfp. In 2,001 by its own terms, really should have expired in 2,01211 years after the initial term

791

01:49:38.680 --> 01:49:47.070

Cooper City Hall: the city had renewed its contract with waste management a number of times. Most recently a 5 year renewal in 2,018

792

01:49:47.280 --> 01:49:52.369

Cooper City Hall: We outlined the evolution of this contract in our memorandum, which is included in your backup.

793

01:49:52.390 --> 01:50:06.249

Cooper City Hall: My recommendation is this is a service that needs to be bit out. You know. The manager has stated his process and his timeframe to do that. There are some timing issues here in the context of going out for a full procurement process for solid waste. It's probably the most

794

01:50:06.430 --> 01:50:22.500

Cooper City Hall: complex of all of the procurements that the city will ever go through. there! There's quite a few components to a solid waste procurement process. it takes some deliberation. Take some due diligence. I don't like the idea from a legal perspective of extending our current contract.

795

01:50:22.500 --> 01:50:42.819

Cooper City Hall: but under the circumstances we may not have very many options to the extent that the Commission does intend to extend. I would suggest that any extension be limited to the time needed to finalize the procurement process. Give the city Commission the opportunity to review the proposals that are ultimately submitted, and make an award for a new contract moving forward. You Do you think that

796

01:50:43.350 --> 01:50:46.990

Cooper City Hall: the amendments for executed badly previously?

797

01:50:48.070 --> 01:51:16.149

Cooper City Hall: I I think that the amendments were validly executed, maybe with one arguable exception. but again, the question really is there? There was one amendment in the backup that was executed at the time by the city manager, and does not appear that that amendment ever went to the Commission. There was discussion at the Commission level directing the manager to enter into that

amendment, but that amendment, at least the the the clerk's office in our office, not able to find any commission action approving. I believe that was the

798

01:51:16.440 --> 01:51:18.360

Cooper City Hall: fourth or fifth amendment of the time.

799

01:51:18.390 --> 01:51:42.820

Cooper City Hall: Every other item was properly approved by this commission. But again, I think there is some question as to how the contract had been renewed after the initial term, and 2 renewals in the 2,001 Rf. Had since expired. It was a properly approved as a matter of form, but the contract was not properly. It was a problem as a matter of form period, because it was capped at 11 years. It was in the the initial Rfp. Was a a maximum year. Terminator. Did you watch

800

01:51:42.820 --> 01:51:57.769

Cooper City Hall: each commission meeting, or do you look at the documents? I I did not. I reviewed all of the documents. I asked the clerk's office for each of the agenda items, along with all the amendments and the resolutions approving the amendments. I did not go back and listen to the meeting, of course, because that's what you would normally do. So this is one of my issues.

801

01:51:58.030 --> 01:52:03.019

Cooper City Hall: There's nothing on this request here that says it's oxygen circumstances.

802

01:52:03.380 --> 01:52:14.939

Cooper City Hall: but I don't want to. I don't want to go back and and continue to do bad work on bad work. The way the documents appear is that those extensions never should have been done.

803

01:52:15.050 --> 01:52:39.619

Cooper City Hall: and that in the in it should have been bit out, because 11 years on 2,001 takes you to 2,012, and I don't know what was set in those meetings, or why the Commission decided to do certain things that it did. But when you look at the paperwork it was not done correctly. And we're here again today with the paperwork not done correctly, because this item here does not go into a detailed explanation. The accident accidentents does not state

804

01:52:39.620 --> 01:52:47.759

Cooper City Hall: that we may not have trash collection service, because there's been, you know, a a mistake on the timeline or whatever, so I don't want to be here.

805

01:52:47.840 --> 01:53:03.709

Cooper City Hall: No, it's not time. Good! This is. This is absolutely the staff's current staff's fault, because what happened was? I asked, do we have enough time? Do we have enough time? A couple of weeks ago we had enough time, and then all of a sudden we stopped having enough time, so my question would be, When did we stop having enough time?

806

01:53:04.470 --> 01:53:08.710

Cooper City Hall: And that was recently. That was several months ago. That's not true.

807

01:53:08.910 --> 01:53:10.730

Cooper City Hall: Then then the question would be.

808

01:53:10.890 --> 01:53:18.160

Cooper City Hall: Mr. Eagleston when you came on day one, why I was in this handle because you but he told me, he thought there was enough time to. There wasn't enough time.

809

01:53:19.330 --> 01:53:32.199

Cooper City Hall: That is correct, Commissioner. Shrouder we did hope to have in our original draft of the Rfp. We did have it coming back on September, the last meeting in September for action.

810

01:53:32.320 --> 01:53:38.379

Cooper City Hall: upon further review, the reality is that doesn't allow for any transition time.

811

01:53:38.540 --> 01:53:58.639

Cooper City Hall: And so, if the current vendor is selected, certainly that is no problem. But if it is a different vendor, we risk a public health and safety matter if the garbage is not able to be picked up October one. And so my biggest issue is, it's not in writing on the agenda to the public. So it's us voting on something

812

01:53:58.720 --> 01:54:23.629

Cooper City Hall: that does not say why. We're bypassing procurement for an extension. We're bypassing our procurement because of an emergency, someone's name and writing on that signing that so that I'm when they say, Why did you vote for something? Yes, and I've asked for that, and that's not there. I don't also have the financial impact on them. I don't know what 5% means. I want it like every other thing where it says, this is the impact it's going to cost.

813

01:54:23.980 --> 01:54:35.200

Cooper City Hall: you know, Commissioner Shatter. If I might, the next step would not be for action this evening I could be wrong, Commissioner, attorney, or always. But then the next step would be to authorize the the city attorney to prepare.

814

01:54:35.330 --> 01:54:43.919

Cooper City Hall: and an agreement related to the extension, and we could certainly incorporate those items into the Wh. When when would it be? Because somebody just talked about bringing a motion forward?

815

01:54:44.450 --> 01:55:11.760

Cooper City Hall: I I that was, and I thought the same thing. That that's what it was asking for. That's what I thought we were doing, if I may, because it's this possible action on waste. Man, if I may, there is no contract in your backup. There is no renewal. I was going to bring that up, too, but but with this contract, sometimes it happens right? So I I at least once. We have not had it, and received any direction from this commission to prepare a contract amendment.

816

01:55:11.920 --> 01:55:35.560

Cooper City Hall: If the Commission intends, and would like to extend the contract with our current vendor for 6 months, based on the manager's recommendation, we will bring that back at your next meeting, I think, as a manager indicated the cover staff memo for that contract amendment can certainly include the language that Commissioner Shadow's reference. I I don't intend to vote on anything or give consensus to anything on an emergency basis. It was just put down here.

817

01:55:35.610 --> 01:55:41.750

Cooper City Hall: So on the agenda. It's it's a for discussion.

818

01:55:42.440 --> 01:55:46.150

Cooper City Hall: We're the only accident is a consensus Commissioner. Council.

819

01:55:46.580 --> 01:55:49.400

Cooper City Hall: Thank you, Mayor. so

820

01:55:49.490 --> 01:55:50.730

Cooper City Hall: I definitely

821

01:55:51.000 --> 01:56:02.440

Cooper City Hall: I'm in line with what Commissioner shrouded is saying But noting that this could come back, I I'm reading the attorney, Horowitz's memo, and there

822

01:56:02.480 --> 01:56:21.389

Cooper City Hall: the L. The second and last paragraph says in light of these timing concerns, and in order to ensure that there is no disruption of services in the city, a limited extension to the current waste management contract may be unavoidable to the extent that an extension is needed. We would recommend that an extension be limited solely to the reasonable time necessary to complete

823

01:56:21.400 --> 01:56:32.989

Cooper City Hall: the procurement process and secure a new contract for solid waste collection services. So I'm asking a couple of questions in this that I would like to be included in the backup provided by the manager.

824

01:56:33.080 --> 01:56:35.529

Cooper City Hall: number one.

825

01:56:36.250 --> 01:56:40.650

Cooper City Hall: The

826

01:56:40.760 --> 01:56:42.359

Cooper City Hall: A limited extension

827

01:56:42.600 --> 01:56:46.400

Cooper City Hall: is 6 months considered a limited extension.

828

01:56:48.150 --> 01:56:52.530

Cooper City Hall: and

829

01:56:53.340 --> 01:56:54.459

Cooper City Hall: is this the

830

01:56:54.510 --> 01:57:06.000

Cooper City Hall: sorry? some limited solely to the reasonable time? Yeah, or reasonable time necessary? Is that is 6 months a reasonable time necessary? and that

831

01:57:06.910 --> 01:57:09.060

Cooper City Hall: it's unavoidable. I I think

832

01:57:09.650 --> 01:57:18.969

Cooper City Hall: I would. The only way that I could vote for this legally is is with those 2 things being stated that it's an emergency, and that 6 months is the

833

01:57:19.160 --> 01:57:23.370

Cooper City Hall: reasonable time necessary?

834

01:57:23.540 --> 01:57:29.689

Cooper City Hall: obviously the the ultimate goal here is to ensure that our resonance don't have a an emergency.

835

01:57:29.750 --> 01:57:40.420

Cooper City Hall: a crisis of me, I mean, you know, if their garbage is not picked up. it's an emergency. We don't want to end up in that situation. But I also agree that this contract was illegally renewed.

836

01:57:41.330 --> 01:57:49.890

Cooper City Hall: you know, in the past, and we're just cleaning up a mess. So we need to go through the current process. Commissioner Willosy.

837

01:57:50.470 --> 01:57:57.090

Cooper City Hall: So one. I'd like to thank waste management for including the scholarship.

838

01:57:57.130 --> 01:58:09.070

Cooper City Hall: Well, $5,000 for a scholarship. I was very happy to see that, because it means a lot to the kids that get it. How much money is that in terms of what they make, though, because we're having an increase in price, is it? What is 5%

839

01:58:09.250 --> 01:58:13.130

Cooper City Hall: increase or whatever

840

01:58:13.340 --> 01:58:21.699

it's not, it's the gesture of the scholarship. They don't. They're not all right, they are not, and neither is any other vendor. And how many other vendors have scholarships in our city?

841

01:58:21.750 --> 01:58:47.879

Cooper City Hall: none. Well, they they're the largest. But does it make a difference? that? I'm just saying, Okay, so I'm thanking them. We have. We have real estate developers that make millions upon millions, and I've never seen scholarship offered from them, and I can go on and on to every single vendor I that I've seen in my 10 year as an elected official, and they're the only ones that have.

842

01:58:47.890 --> 01:58:50.249

Cooper City Hall: And I commend them before that because

843

01:58:50.260 --> 01:58:59.949

Cooper City Hall: there are kids that need it. So that being said, Thank you. We've heard from the city manager that this needs to get done

844

01:59:00.630 --> 01:59:08.230

Cooper City Hall: because I'm not bringing my my trash to the the the big hill.

845

01:59:08.870 --> 01:59:23.309

Cooper City Hall: I want my garbage truck to come to my house. I have residents screaming, if inadvertently their block is missed, but I want but and that's fine. There's the city attorney has said

846

01:59:23.490 --> 01:59:34.129

Cooper City Hall: that when this come he he needs the the Commission to move it forward, and when it comes before us it will be in writing that this is desperate times. This needs to happen.

847

01:59:35.490 --> 01:59:39.969

Cooper City Hall: and he had no problem with the language that you stated.

848

01:59:40.440 --> 01:59:58.060

Cooper City Hall: So not my thing. It's not. All of a sudden we were given again. When I was elected in November, the 2 days after I was elected, Joe had me in his office for a first time face to face meeting, and

849

01:59:58.070 --> 01:59:59.180

the one of the

850

01:59:59.200 --> 02:00:16.660

Cooper City Hall: things on his list was we when I say we, he meant the city of Cooper City were one of the things that they were working on was the Rfp. I didn't know that it was up and that was going to be done. Then, when I met with Tom Good within a month of that first meeting, so before December.

851

02:00:17.900 --> 02:00:22.960

Cooper City Hall: he said one of the things he was working on was an Rfp. After that

852

02:00:23.230 --> 02:00:37.990

Cooper City Hall: I wasn't thinking anything of it. I did ask once or twice they were working on it. Okay, it's happening. Then we receive a letter from. I believe it was you, Andre saying, Hey, if this is going to go to Rfp. Due to Covid.

853

02:00:38.790 --> 02:00:42.110

Cooper City Hall: the procurement process to get trucks

854

02:00:42.470 --> 02:00:43.970

Cooper City Hall: and staff

855

02:00:44.580 --> 02:00:51.759

Cooper City Hall: has been elongated unnecessarily because of covid due to circumstances beyond anyone's control.

856

02:00:52.810 --> 02:00:56.400

Cooper City Hall: And if there's some reason during the Rfp.

857

02:00:56.710 --> 02:01:09.530

Cooper City Hall: They don't get it, or they're not big on. They were concerned about us. If we went with ABC. Listen, I'm reiterating what the letter said. If we went with ABC

858

02:01:09.600 --> 02:01:17.250

Cooper City Hall: garbage removal, that they would not necessarily have enough time to get the trucks and the people in place. Not one person up here

859

02:01:17.810 --> 02:01:19.120

Cooper City Hall: has not

860

02:01:19.250 --> 02:01:26.889

Cooper City Hall: heard of businesses begging for employees, and I can't see that many people wanting to be on a garbage truck

861

02:01:27.050 --> 02:01:33.510

Cooper City Hall: for their job, but so I could see that being actually a little harder to get people to do.

862

02:01:34.510 --> 02:01:37.680

Cooper City Hall: That was what triggered the whole cluster.

863

02:01:38.350 --> 02:01:51.119

Cooper City Hall: But with that, knowing they said it. This this letter was sent in March that we're going to have an issue. What's today's day today is Tuesday, July 20, fifth

864

02:01:51.860 --> 02:01:54.980

Cooper City Hall: March. Jude lie.

865

02:01:56.750 --> 02:02:06.709

Cooper City Hall: So if it was an issue in March, and they're saying you need to. We're asking you if you would like an extension, because we think you're going to have an issue. Now we're we're down to the wire

866

02:02:07.140 --> 02:02:11.560

Cooper City Hall: because the Rfp. Needs to be done. It needs. There's a process for that.

867

02:02:11.580 --> 02:02:30.739

Cooper City Hall: Then, if for some reason it's an it's ABC refuse removal they need to get. And and I know someone's going to say, that's not our problem. But that is our problem. They need to get the supplies in order to give us the service that we want, and that we expect, and to the person that's going to say.

868

02:02:30.800 --> 02:02:33.039

Cooper City Hall: that's not our problem.

869

02:02:33.060 --> 02:02:39.479

Cooper City Hall: I'm going to reply now, saying, That is our problem, and I will reference Bso.

870

02:02:39.610 --> 02:02:40.800

Cooper City Hall: Saying

871

02:02:40.810 --> 02:02:47.459

Cooper City Hall: in their contract that we brought up yesterday. Was it 750,000 and overtime

872

02:02:47.970 --> 02:02:49.390

Cooper City Hall: or 500,

873

02:02:49.470 --> 02:02:57.749

Cooper City Hall: there is 1.9 5% fire. The fire is 1 9.1% over.

874

02:02:58.340 --> 02:03:06.870

Cooper City Hall: please the price 1.7 7, I thought it was 750. So let's just use that for argument. C.

875

02:03:06.910 --> 02:03:15.770

Cooper City Hall: Bso. Fire has an overage, and over time in the budget of $750,000. My

876

02:03:17.040 --> 02:03:18.000

Cooper City Hall: my

877

02:03:18.510 --> 02:03:22.489

Cooper City Hall: comment to the chief was, It's not my problem

878

02:03:22.520 --> 02:03:28.829

Cooper City Hall: that you can't supply bodies. Why am I paying overtime. But yet

879

02:03:28.960 --> 02:03:48.899

Cooper City Hall: we're now going to have to get into a fight on June first. I was told we had plenty of time. I I didn't have the website you had. Well, it's not a question. But I I'm just wondering why, on June first we had enough time. On July 20 fifth we have an emergency. I can only tell you what I know historically.

880

02:03:48.900 --> 02:04:04.709

Cooper City Hall: it's not because of that, but you also there. Last night, knowing that we had $750,000 in overtime payments to be so fire, because for whatever reason, we don't have enough bodies, even though we pay that. So I revert back to the writing like I do with Bso.

881

02:04:04.910 --> 02:04:17.859

Cooper City Hall: If all this stuff I'm not saying I'm I'm not going to say no trash pick up in River city. I want it. I want to bring mine to your home. I want it in writing. I don't that you know it said at the meeting that he's saying he's going to do it right.

882

02:04:17.860 --> 02:04:35.539

Cooper City Hall: It's I'm not. I don't want to vote on anything unless it's been right. But you can't have. We're not voting on it tonight. We're just giving consensus and direction to ask for someone. Yes, for a motion, but it was denied it was my asking him. So let me be into the bigger thing on the staff reports

883

02:04:35.550 --> 02:04:37.669

Cooper City Hall: we used to have

884

02:04:37.790 --> 02:04:55.920

Cooper City Hall: a flow. It shows who approved 100% right. I would like to know the individual responsible on every staff report when they put something forward. Who's the one asking for it? And I'd like to financial impact. So tell me what it's going to cost. Who's asking for it? So I can read this thing and vote yes or no. I don't.

885

02:04:55.920 --> 02:05:08.690

Cooper City Hall: So that that's, you know. Not a bit. I so put it forward. I don't know if my city manager maybe he didn't know to do that. I'm not blaming him. I'm not working at the organization, he needs to put it forward. The individual who's who's putting the name to it.

886

02:05:09.200 --> 02:05:24.529

Cooper City Hall: But put your name to it great right out. That is that that we are bypassing procurement because it's an exit. Exit and circumstance. Explain the timeline. And then I'm okay ratified, and everybody agree with that. Everybody seems to agree with everybody but the mayor.

887

02:05:25.190 --> 02:05:25.950

Cooper City Hall: So.

888

02:05:26.090 --> 02:05:32.819

Cooper City Hall: first and foremost, I think Mr. Ritter and Mr. Cruise is showing up tonight. and for making the amendment

889

02:05:33.130 --> 02:05:36.849

Cooper City Hall: to the extension.

890

02:05:37.000 --> 02:05:48.349

Cooper City Hall: and not only which the 6 month, the the 10 year one I will clarify. It's a 6 month now. In 2,018.

891

02:05:48.520 --> 02:05:53.640

Cooper City Hall: I was faced with the same decision that I'm faced with tonight.

892

02:05:53.690 --> 02:06:03.210

Cooper City Hall: and that time I voted against it, and I was a sole person because I believed we under the contract did not have the authority to do it.

893

02:06:04.440 --> 02:06:07.559

Cooper City Hall: I was out voted. and in essence

894

02:06:07.950 --> 02:06:18.589

Cooper City Hall: it worked out. Why? Because we had the continuation of the service we have service, and now the exigent circumstances were brought up, not only

895

02:06:18.890 --> 02:06:22.690

Cooper City Hall: that we should have been aware of it, and and we were.

896

02:06:22.840 --> 02:06:27.079

Cooper City Hall: and we kept getting changes to our management.

897

02:06:27.430 --> 02:06:30.250

Cooper City Hall: And that was our problem, no one else's.

898

02:06:30.540 --> 02:06:35.529

Cooper City Hall: And then we have Mr. Egleston coming in. Who says

899

02:06:36.110 --> 02:06:42.810

Cooper City Hall: I'm here. June first. Let me do my damn! It's now July 20, fifth, almost 7 weeks.

900

02:06:42.890 --> 02:06:45.250

Cooper City Hall: and he's coming to us, saying.

901

02:06:45.320 --> 02:06:49.259

Cooper City Hall: you know what I can't do it without an extension. So now

902

02:06:49.440 --> 02:06:53.479

Cooper City Hall: not only am I, but you are faced with a dilemma.

903

02:06:53.860 --> 02:07:01.860

Cooper City Hall: and the dilemma is, do you subject yourselves individually, and this commission

904

02:07:02.240 --> 02:07:11.970

Cooper City Hall: to an investigation by the O. I. Because you are extending a contract that is not to be extended. or

905

02:07:12.260 --> 02:07:16.039

Cooper City Hall: do you do what's right by the residents

906

02:07:16.070 --> 02:07:18.040

Cooper City Hall: and provide to them

907

02:07:18.280 --> 02:07:24.540

Cooper City Hall: the trash pick up that is so desperately needed. I know. I know. I know

908

02:07:24.760 --> 02:07:26.800

Cooper City Hall: that I don't want to face

909

02:07:26.830 --> 02:07:37.239

Cooper City Hall: those phone calls and those emails on the first day because it was brought up. And I think Commissioner Melody said it. Where if they miss a street.

910

02:07:37.300 --> 02:07:46.159

Cooper City Hall: We get the calls, and I call Mr. Cruz. and and it's taken care of. Don't get me wrong. And it's not often that that happened. This is, Mr. Cruz

911

02:07:46.490 --> 02:07:53.030

Cooper City Hall: I've never met. Okay, I've never met. Okay.

912

02:07:53.070 --> 02:07:54.640

Cooper City Hall: he's into Luigi.

913

02:07:54.900 --> 02:08:08.799

Cooper City Hall: Okay, it's doing it. Yes, yes, okay. So we remember Tony dining. Tell me, oh, wow, Tony, you're dating yourself. Okay. You're dating. So

914

02:08:08.940 --> 02:08:24.450

Cooper City Hall: Tony, spedacious Luigi pace took over for him. And now Andre Screws has taken over. So now I'm I'm faced with well, what do you? What do you do? And and there's no down in my mind. I have to service the residence

915

02:08:24.580 --> 02:08:25.770

Cooper City Hall: I want to thank

916

02:08:25.940 --> 02:08:29.109

Cooper City Hall: again, Mr. Cruz, for a couple of months ago.

917

02:08:30.090 --> 02:08:38.020

Cooper City Hall: giving a letter saying, Hey, guys, we're over here and it's running really close. And if you're doing an Rp. You don't have enough time.

918

02:08:38.500 --> 02:08:51.670

Cooper City Hall: And so they recognized it, and as a partner suggested what to do, and they are willing to go out on the limb. I've got to be honest with you. That's a partner

919

02:08:52.020 --> 02:09:18.560

Cooper City Hall: that's a vendor. I like doing business with great you. The things you say are silly. I mean they they they're a great company, but they're in for business. Of course they're gonna recommend extension. We would. What do you think about 20, your extension. He's gonna say, yeah, let's do it, you know. Like, no, no, we. We're we're limit commissioners in 6 months, right? And that's the issue for them of that's not convenient for them. They have to plan accordingly. They don't know what's going to happen. Santa Cruz is the largest trash from the whole world

920

02:09:18.910 --> 02:09:23.869

Cooper City Hall: agreed. And that's why we have them, because they are the best. So

921

02:09:24.300 --> 02:09:28.209

Cooper City Hall: we're putting out an Rfp. If they are successful.

922

02:09:28.870 --> 02:09:41.639

Cooper City Hall: then there's no difficulty, and and then we have a contract. And this contract, I'm pretty sure if we do it in 3 months, and you're successful. Then we're entering into a contract at that point. This one's done in all.

923

02:09:42.060 --> 02:09:46.010

Cooper City Hall: so that they've agreed that they in the extension early.

924

02:09:46.110 --> 02:09:58.850

Cooper City Hall: I'm sure that the contract that will be entered into will be preferable if you will, over a 3 month additional contract, if we are able to do it in 3 months. So

925

02:09:59.050 --> 02:10:01.080

Cooper City Hall: if they are not successful.

926

02:10:01.410 --> 02:10:04.490

Cooper City Hall: That's where we need to get

927

02:10:04.960 --> 02:10:14.409

Cooper City Hall: exactly the extra time, so that the new company can come in and literally deliver every house in Cooper City.

928

02:10:14.570 --> 02:10:18.190

Cooper City Hall: All the garbage cans. It is not an easy task.

929

02:10:18.360 --> 02:10:22.300

Cooper City Hall: and it's time consuming. So, having said that something else, you.

930

02:10:22.380 --> 02:10:30.519

Cooper City Hall: I'm sorry. Can I point something out to you. No, if I read, having said that, I

931

02:10:30.590 --> 02:10:41.479

Cooper City Hall: have difficulty in extending because of the exposure to the coun, to the Commission and to ourselves, but I'd rather expose us to the Iag

932

02:10:41.730 --> 02:10:57.669

Cooper City Hall: then our residents, I mean, that's who I fear most, because that's why I serve. We're gonna have like pitch. Yes, you may. Okay, so and and I would like my 3, she senior colleagues, because I'm going to say you have more time

933

02:10:58.220 --> 02:11:01.030

Cooper City Hall: up here. Let me just to sit back for a second.

934

02:11:02.490 --> 02:11:04.699

Cooper City Hall: You you guys for

935

02:11:05.360 --> 02:11:07.000

Cooper City Hall: several years

936

02:11:08.250 --> 02:11:27.449

Cooper City Hall: reapproved something that should have been approved, and I believe it was because you were probably given bad direction. But now we know through an analysis that it shouldn't happen. So all these anecdotal feel good reasons, scholarships, cool trucks, and all that stuff is great. But let's just follow the procedure as close as we can.

937

02:11:27.810 --> 02:11:33.410

Cooper City Hall: so that we're Jeremy and I are not mislead as well, because I believe you guys are misled.

938

02:11:33.830 --> 02:11:53.249

Cooper City Hall: so I can't say if I was or was not. If you're asking me, I know you didn't do. No, no, I know I didn't do it purposely, but I don't remember anything about anything being said about contract being illegal or extensions, and I'm sure that you're 100% right in your recollection. I just don't recall it, and and I'm sorry

939

02:11:54.270 --> 02:12:02.590

Cooper City Hall: that's neither here nor there. I don't like them or dislike them because of a scholarship. Let's let's get that on the record. I think it's an added bonus.

940

02:12:02.760 --> 02:12:04.969

Cooper City Hall: I think it's a nice, warm, and fuzzy.

941

02:12:05.110 --> 02:12:15.390

Cooper City Hall: but that doesn't make or break. They give us the best price, or they don't get it. End of story

942

02:12:16.010 --> 02:12:27.329

Cooper City Hall: when it happens, and it goes to Rfp. Respectively, we will A be with them. B. Be with a different company. End of story. Everything else.

943

02:12:27.370 --> 02:12:50.770

Cooper City Hall: the reasons, the service. It comes down to, what we have and and how they responded, and how they are ranked. I only have been told the payments, the paid work followed. Okay, but we have been told by the city attorney, and it's his job job to cover us, and to make sure that we air on the side of legal

944

02:12:51.050 --> 02:12:59.629

Cooper City Hall: and not wind us in front of the O. I. G. Or in any trouble, the attorney has said, while I'm not fond of this, due to the circumstances

945

02:12:59.680 --> 02:13:07.360

Cooper City Hall: I approve, or and those in my words. I apologize. If I'm misquoting you, but the gist is he approves us.

946

02:13:07.520 --> 02:13:12.480

Cooper City Hall: having a six-month extension, so that we can get our ducks in a row

947

02:13:12.940 --> 02:13:17.509

Cooper City Hall: on that extension will be the wording needed

948

02:13:17.650 --> 02:13:21.409

Cooper City Hall: to prove that this is dire circumstances.

949

02:13:22.520 --> 02:13:43.990

Cooper City Hall: But that's not what he says he. It is exactly what he said, if you have to, because there's time constraints. If you have to do it, we recommend you do it for us. We have him recommending it, and we have the city, and we have the city manager. So watch words, Mr. Horowitz, did you say 6 months was the was the lowest needed time, and you recommended 6 months?

950

02:13:44.140 --> 02:14:03.170

Cooper City Hall: I I did not say 6 months. I I said, the most limited period of time necessary to finalize the procurement process and secure a transition to a new contract. Now again, if that new contract involves a new holler that will take additional time. So I I I'm going to circle back to the Commission or cast me in.

951

02:14:04.320 --> 02:14:15.489

Cooper City Hall: I would like it in writing from the manager that it's an action circumstance with what is the the time he needs? That might be 6 months it could be 7. It could be 3, but I wanted it was 6.

952

02:14:15.970 --> 02:14:40.519

Cooper City Hall: I want it in writing. That's fine. I wanted to write it so the paper I did come in and try it. You will have it. It's coming back to listen. Right? He's they all said that. Okay, they don't want to get okay. Do you have to do what we have consensus to go? Okay, thank you. for your casting and consensus, Mr. Shar, to consent. I'm not for anything. Okay? So not based off of this. I'm not. I'm okay, Commissioner.

953

02:14:40.520 --> 02:14:48.130

Cooper City Hall: Thank you very much, gentlemen, thank you very much. Moving on. We have item number.

954

02:14:48.730 --> 02:14:58.630

Cooper City Hall: Well, we're not going to 11. We're going to 12. I'm sorry, are you? We moved to the end of this. I thought we just forgot about it.

955

02:14:58.660 --> 02:15:21.789

Cooper City Hall: No. Number 11. It's moving to the end. Resolution 2311. Mr. Horowitz. Thank you. Mayor Commission. The item is a resolution. The City Commission, the city of Cooper City, Florida, approving and authorizing the execution of the 457 governmental plan and trust. Optional provisions. Election form attached to this exhibit a appropriate here in authorizing and directing the appropriate city officials. Take any and all action necessary to effectively the intent of the resolution.

956

02:15:21.790 --> 02:15:30.579

Cooper City Hall: It's funny for conflicts, planning for separability, and Friday for an affected day. Thank you. Do grab a motion move to a second by I'm sorry. Motion was by commission.

957

02:15:30.580 --> 02:15:35.609

Cooper City Hall: and Miss Catsman would say, Thank you. Vs, melody.

958

02:15:35.650 --> 02:15:44.409

Cooper City Hall: Yeah, I I don't know what this means. I'm looking at once again. I'm looking at this action form.

959

02:15:45.330 --> 02:15:58.169

Cooper City Hall: What are we doing? What's the financial impact? W. What is Mission square planned services currently and ministers? A city's retirement plan for city employees. City would like to add a raw 457 after tax feature to the city?

960

02:15:58.280 --> 02:16:05.650

Cooper City Hall: 457. Retirement plan. Is there a cost to that? Why is there. Why are we doing it? Where does this play in? None of this is here.

961

02:16:05.820 --> 02:16:10.829

Cooper City Hall: This is of I. There has to be, I would think, a fiscal impact.

962

02:16:10.910 --> 02:16:16.329

Cooper City Hall: There, there is no fiscal impact. Commissioner. So why are we doing it? What it? What do we not have that we need to?

963

02:16:16.420 --> 02:16:25.900

Cooper City Hall: It's an option to allow Ross a Roth 457, which we have a 457 Mission Square already, but this allows a raw 457 option

964

02:16:26.110 --> 02:16:32.949

Cooper City Hall: at no cost through Mission Square. And again, this is just employee contribution. There's no employer contribution.

965

02:16:34.410 --> 02:16:38.489

Cooper City Hall: no fiscal impact adding an option for the employees.

966

02:16:41.490 --> 02:16:46.780

Cooper City Hall: Then I don't have a problem with it. But I would like these things in here, you know. It's like it really doesn't say.

967

02:16:48.309 --> 02:16:49.200

Cooper City Hall: you know

968

02:16:50.410 --> 02:17:20.760

Cooper City Hall: why we're doing it. I mean, most most most cities have that. Why, why didn't we have one in in the past to be Shawn? I could cover one comment, you know, when, when this item was presented to me by the Hr. Department and the manager, we looked at the backup information, and then, quite candidly, I questioned whether this was even something that required commission approval. But there is no cost to the city, and this could have been something done administratively to expand our benefits to our employees under the current plan. The the issue is, the clerk's office was able to find several instances back, I believe, in the nineties.

969

02:17:20.760 --> 02:17:41.010

Cooper City Hall: where the Commission had previously approved other plan amendments with, again, that any cost. So, in an abundance of caution, the manager agreed to present this to the commission which is before you this evening. But again, there is. There is no cost to the city, and it's not a matching opportunity for the city for the employees. That makes me feel a lot more comfortable. But you know it's it's just I. I don't want to just ratify something.

970

02:17:41.020 --> 02:17:43.460

Cooper City Hall: you know.

971

02:17:44.290 --> 02:17:47.450

Cooper City Hall: No, I'm good with it. I'm supporting it. Thank you.

972

02:17:49.910 --> 02:17:51.259

Cooper City Hall: Commissioner Melody.

973

02:17:52.639 --> 02:17:58.509

Cooper City Hall: Commissioner Catsman. Yes, Commissioner. Yes, Commissioner Green. Yes, Mayor Ross. Yes.

974

02:17:58.520 --> 02:18:03.169

Cooper City Hall: Resolution 2312 to me.

975

02:18:03.200 --> 02:18:29.709

Cooper City Hall: it's our it's promoted. Thank you, Mayor. The item is a resolution of the City Commission in the city of Cooper City, Florida, proving and authorizing the execution of the agreement between the city of Cooper City, Cooper City, the Broward sheriff's office and Renaissance Charter School, Incorporated for School Resource Officer services attached to his exhibit a incorporated hearing, authorizing, and directing the appropriate city officials take any and all action necessary to effectively the intended resolution providing for conflict, severability and fighting for it effectively. Motion and approved

976

02:18:29.930 --> 02:18:34.199

Cooper City Hall: by Commissioner, Shrouder, by Commissioner Green, Commissioner Schrodinger.

977

02:18:34.610 --> 02:18:35.480

Cooper City Hall: No.

978

02:18:35.980 --> 02:18:49.280

Cooper City Hall: that, of course I don't have anything so, Commissioner Green. I'm good, sir, Commissioner and katsman. No. I have to indicate first off where you're the petitioner tonight. Where's Renaissance?

979

02:18:50.670 --> 02:19:00.130

Cooper City Hall: I'm here on behalf of the city trying to mediate this agreement. I I get that because you benefit so you can't pull it. A mediation d so benefits

980

02:19:00.870 --> 02:19:03.209

you. Get to hire another police officer.

981

02:19:05.320 --> 02:19:22.209

Cooper City Hall: I am simply trying to facilitate the city's conditional use requirement for Renaissance, and ensure that the city is reimbursed for that S. A. Row that's already in the staffing compromise. So I tell you what the best way to get us and guarantee is, the reimbursement is we don't get involved in it.

982

02:19:22.680 --> 02:19:41.929

Cooper City Hall: We don't have to wait for the money. The sheriff will be paid directly by Renaissance. What an idea that takes the city out of any kind of liability! If so, screws up over Renaissance. How many times have I said this every time Renaissance comes forward and Renaissance isn't even here

983

02:19:42.469 --> 02:19:43.370

Cooper City Hall: you are.

984

02:19:44.750 --> 02:19:46.779

Cooper City Hall: Yeah motion to call a vote.

985

02:19:47.459 --> 02:19:49.730

Cooper City Hall: Second. call it

986

02:19:51.500 --> 02:20:09.079

Cooper City Hall: Commissioner Melosey. Yes, Commissioner Catsman. Yes, Commissioner Schrodder. Yes, Commissioner Green. Yes, Mayor Ross. No. Just remember, in 2,018 same thing happened with waste management. I turned out to be right. Thank you, sir, you. But last it's kind of not fair, you know.

987

02:20:09.530 --> 02:20:10.940

Cooper City Hall: Resolution

988

02:20:11.000 --> 02:20:35.649

Cooper City Hall: 23 days 13. Mr. Jake, the barrel. Thank you. Mayor Commission. The item is a resolution of the city of Cooper City, Florida, relating to the provision of fire services, facilities and programs in the city of Cooper City, Florida, describing the method of annually assessing fire service costs against assessment rates for the fire services for fiscal year

989

02:20:35.650 --> 02:20:43.290

Cooper City Hall: 2023, 24, authorizing a public hearing, and directing the provision of notes there of providing for an effective day. Thank you. Do I have a motion

990

02:20:43.970 --> 02:20:48.290

Cooper City Hall: so moved by Commissioner Green, second by second catsman.

991

02:20:48.800 --> 02:20:52.250

Cooper City Hall: There's no great. I'm good, sir, thank you.

992

02:20:52.600 --> 02:20:54.579

Cooper City Hall: I'm good. Commissioner Sharon.

993

02:20:54.790 --> 02:20:57.640

Cooper City Hall: Yes, I am. Question

994

02:20:59.250 --> 02:21:11.650

Cooper City Hall: you want something I would not. This is where we're talking about people's increasing people's assessment right now. Actually, is it the rates not increasing at all? I'm not residential staying the same, sir.

995

02:21:12.320 --> 02:21:15.760

Cooper City Hall: but other commercial increasing. It's like it.

996

02:21:15.960 --> 02:21:24.009

Cooper City Hall: let me ask so why? Why are they keeping? If residential, staying the same? We're deciding to

997

02:21:24.910 --> 02:21:32.590

Cooper City Hall: to lower the percentage of what I would at which it's funding it. Is it accurate?

998

02:21:33.000 --> 02:21:38.269

Cooper City Hall: If the cost is going up in the prices thing the same are we lowering the percentage

999

02:21:38.340 --> 02:21:40.149

Cooper City Hall: at which it is being funded

1000

02:21:42.420 --> 02:21:44.060

Cooper City Hall: is barber here?

1001

02:21:44.610 --> 02:21:49.519

Cooper City Hall: What the the the fire segment represents? This is 73%.

1002

02:21:52.530 --> 02:21:58.080

Cooper City Hall: What rate was it being funded? Was it last year? So we're lowing that rate?

1003

02:21:58.600 --> 02:22:10.800

Cooper City Hall: Yes, and and Commissioner shrouded. I'll also share that this is an item that we did not engage the outside firm with related to this year. But we are planning to update those.

1004

02:22:11.010 --> 02:22:26.440

Cooper City Hall: yeah, that's that's the methodology, though. But I I I mean, personally, I think that we should keep the rate this at the same 81%. I don't, I don't I? I I prefer to to assess people on on the service and not cover it with at

1005

02:22:26.570 --> 02:22:33.730

Cooper City Hall: you know what's going on in with the State legislatures. They continue to add exemptions, exemptions. So when you do this.

1006

02:22:33.750 --> 02:22:41.350

Cooper City Hall: you essentially pass the burden on to some people, not others, saying my same argument on why I don't like to use general fund money on on an enterprise fund.

1007

02:22:41.440 --> 02:22:45.859

Cooper City Hall: The users should be paying. So I I I would. I would prefer keeping it on 81%,

1008

02:22:46.890 --> 02:22:51.520

Cooper City Hall: and I don't know. I don't think we want to do the calculations as to what it is. It's going to answer.

1009

02:22:51.770 --> 02:22:55.229

Cooper City Hall: I don't know, but I I would really rather keep it at 81%.

1010

02:22:57.290 --> 02:22:59.980

Cooper City Hall: And I'd rather

1011

02:23:01.050 --> 02:23:07.830

Cooper City Hall: what you trying to. They want. The resolution of preliminary rates need to be provided to the property appraiser by August fourth.

1012

02:23:08.880 --> 02:23:14.759

Cooper City Hall: we don't have. Well, that's a problem. Can they calculate what 81% of you? I don't know who's here from finance to calculate.

1013

02:23:17.200 --> 02:23:26.730

Cooper City Hall: Yeah, she's not not here at the moment, but we can, we can certainly, if that's the wish, you know, to to leave that at 81. We can certainly calculate that

1014

02:23:27.180 --> 02:23:40.809

Cooper City Hall: and update that included into that. Well, it wouldn't come back. It was approved tonight, leaving the residential rate the same, and the commercial rate at a a amount. That reference, 81% based on the prior year.

1015

02:23:40.970 --> 02:24:04.610

Cooper City Hall: If it was approved with those numbers, we would work with finance tomorrow, we would just the number we would. yeah. But you make sure that you don't need the dollar amount. And

because we we can afford the percentage tonight. But I don't know what that dollar amount, and and and to be clear. So what you're indicating, though, is the cost will not be 288 point, it'd be higher, correct. Correct.

1016

02:24:04.860 --> 02:24:09.889

Cooper City Hall: But I I would I you know personally, when you're when you're billing people.

1017

02:24:09.990 --> 02:24:16.219

Cooper City Hall: I'd rather the cost to be reflected. So if somebody says to me, Why is my fire? Something costs higher, I'm gonna say, well.

1018

02:24:16.340 --> 02:24:36.470

Cooper City Hall: the Fire Chief has 700,000 to to 900 million and over time. And that's what that's what it's over. But what what's happening at the State Legislature is is you're getting these exemptions on exemptions. And what ends up happening is you're just passing it on to be paid when you don't, when you don't keep these things correct

1019

02:24:36.530 --> 02:24:42.310

Cooper City Hall: through ad valorem taxes. So somebody's disproportionately paying it. So

1020

02:24:42.490 --> 02:24:57.349

Cooper City Hall: yeah, I mean, this is a benefit to to property specific benefit to property. Right? That's how we're able to do that assessment. We're we're we're going to be subsidizing that through the general fund to other avenues. So my personal thing is, if it's benefiting your property. We have a study. This is how it is it. The price

1021

02:24:57.370 --> 02:25:02.080

Cooper City Hall: is 81%. Same percentage. The cost is going up because it goes up with Bs.

1022

02:25:02.750 --> 02:25:25.110

Cooper City Hall: And I might just yeah, just to confirm. I did speak with Barbara, and she said, it is an easy adjustment. Take that 81. And remember, as we work through the budget process, we can't go higher than the 81, but it's certainly at the pleasure of the board. You know. It can stay at 81 or commission. I'm sorry or or go less. so that's an easy change that we can modify that to keep it at the same percentages last year. I'd rather.

1023

02:25:25.200 --> 02:25:40.590

Cooper City Hall: you know, and not to talk about the 1 million at the same time. But I'd rather leave the other one higher and step down something on the military. That's my personal preference, because we're people when they get their bill. I want them to see accurately what they're being assessed for.

1024

02:25:40.910 --> 02:25:49.629

Cooper City Hall: you know. But the milling. Can I go right ahead because you haven't spoken yet? But I I did actually, Commissioner Catsman goes, and then you do commit you catsin?

1025

02:25:50.210 --> 02:25:57.090

Cooper City Hall: I was trying to figure out how many, if we know how many homes we have? Does anyone have that number because we can calculate it ourselves.

1026

02:25:57.680 --> 02:26:02.380

Cooper City Hall: I don't think it's that easy, but if it was, I mean it's not, I mean, it's 2, 88, 56

1027

02:26:02.720 --> 02:26:05.329

Cooper City Hall: or you know if that's

1028

02:26:06.060 --> 02:26:11.230

Cooper City Hall: I guess it's not that. I guess you could divide 71% of that or something.

1029

02:26:11.260 --> 02:26:29.020

Cooper City Hall: It's it's it's not awful water accounts. You have it, you know. I don't know how many nonprofits are in there. The other thing is, we also need to exempt nonprofits is that it's in there. No, no, no change in the nonprofit, but we would have to pass that that's in the resolutions, including there, so we can unexempt them.

1030

02:26:29.390 --> 02:26:36.720

Cooper City Hall: No? Well, you can, if you want, but I'm afraid to, because I got threatened by the clergy.

1031

02:26:37.200 --> 02:26:49.249

Cooper City Hall: I I believe these gentlemen were there. I wouldn't call it a direct. Oh, yes, they add to tell them they they developed a texting number. And all this firepower. Remember you were there. They showed this, the texting number and everything they're going to.

1032

02:26:49.830 --> 02:26:51.500

Cooper City Hall: Oh, you weren't involved with that. But

1033

02:26:51.770 --> 02:26:56.259

Cooper City Hall: the the chief was that he wouldn't. Let's not go there. Let's let's

1034

02:26:56.480 --> 02:27:04.919

Cooper City Hall: I I so I would like to be at 81. I would like to. I would like to keep the percentage. I agree with you that that was a point. All right, Commissioner melody.

1035

02:27:05.040 --> 02:27:07.150

Cooper City Hall: Okay, so

1036

02:27:08.230 --> 02:27:09.619

Cooper City Hall: one thing that

1037

02:27:09.830 --> 02:27:14.410

Cooper City Hall: I have to say it's really bothering me is in my 10 year

1038

02:27:14.500 --> 02:27:30.229

Cooper City Hall: when we had any, and I don't want to Nitpick. But I'm good, I am, and I apologize. But in my tenure, when we had any item like this or budget item, there was someone from the finance department there, and they were presenting, or they were there for questions.

1039

02:27:31.290 --> 02:27:40.710

Cooper City Hall: and the fact that we had someone here. And then they left, knowing that this item is on our agenda really bothers me, and I had said

1040

02:27:40.870 --> 02:27:56.489

Cooper City Hall: last night that our finance personnel doubled. and what did it get us? Well, I'll tell you what it didn't get us. It didn't get us a body to answer questions, and I sound mean, and it's not directed towards you. And and I don't mean this in a negative way, but

1041

02:27:56.520 --> 02:28:07.660

Cooper City Hall: this is not making me happy in any way, shape or form, that you don't need to comment because it. It's it's done. So there's nothing you can do at this point. So I just I wanted to get it out there. So that's number one.

1042

02:28:07.910 --> 02:28:09.189

Cooper City Hall: number 2

1043

02:28:10.120 --> 02:28:14.120

Cooper City Hall: 100 for the record, 110 against

1044

02:28:14.340 --> 02:28:15.730

Cooper City Hall: houses of worship

1045

02:28:16.360 --> 02:28:27.150

Cooper City Hall: paying money.

1046

02:28:27.660 --> 02:28:30.929

Cooper City Hall: Another thing that I brought up last night was

1047

02:28:31.260 --> 02:28:32.280

Cooper City Hall: the

1048

02:28:32.330 --> 02:28:50.939

Cooper City Hall: classification of the Rbos that obviously between 100'clock last night today I don't think you have an answer for me, but when I had said last night, so I want to correct myself. I had said last night about fees, and I believe I missed. I misspoke. This is where I calculated it.

1049

02:28:51.480 --> 02:28:56.739

Cooper City Hall: So what I said last night, I I don't recall whom I attributed an increase in, but

1050

02:28:56.790 --> 02:29:08.130

Cooper City Hall: when you have residential at 288 56 per dwelling unit, and you have commercial at point 7 0 7 one, just an easy 1,000 square foot house.

1051

02:29:08.540 --> 02:29:15.930

Cooper City Hall: If it's a vrbo. instead of being 2, 88, 56, we would get $707 and 10 cents.

1052

02:29:16.160 --> 02:29:25.790

Cooper City Hall: So I know you're all for that. But just as it as it, it's not like that, Lisa, because it's it's it's it's not the actual use. They they'll figure it out.

1053

02:29:26.000 --> 02:29:29.270

Cooper City Hall: so that was 2.

1054

02:29:29.300 --> 02:29:30.700

Cooper City Hall: The third is.

1055

02:29:31.530 --> 02:29:34.619

Cooper City Hall: this needs to be in by

1056

02:29:35.010 --> 02:29:42.010

Cooper City Hall: August Fourth August. We're at July twenty-th, so we don't have that much time.

1057

02:29:42.640 --> 02:29:45.930

Cooper City Hall: If we don't. I have numbers

1058

02:29:46.340 --> 02:29:52.939

Cooper City Hall: for your method. Thank you. I'm sorry I'm tired. Your methodology.

1059

02:29:53.810 --> 02:29:57.760

Cooper City Hall: I don't want to vote on something that I don't have the proper information, for.

1060

02:29:59.180 --> 02:30:00.890

Cooper City Hall: This is the ceiling, though.

1061

02:30:01.070 --> 02:30:07.709

Cooper City Hall: so if we want with mine, we can come down if we get more data. you know, because if we want to be 81%.

1062

02:30:08.300 --> 02:30:19.859

Cooper City Hall: But I agree with you. I don't like voting on things about that, either. well, I I I you all people who ranted and raved in a nice way about that, for several other items are now like, Oh, well, okay. But

1063

02:30:20.410 --> 02:30:29.020

Cooper City Hall: the other thing I want to point out is, you were talking about raising this and lowering the millage. And I want to point out a few things about that.

1064

02:30:29.510 --> 02:30:33.670

Cooper City Hall: If Mr. Smith bought his house 30 years ago.

1065

02:30:34.070 --> 02:30:44.180

Cooper City Hall: or 20 or even that's how. When did you buy your house. Okay? So he's Mr. Smith, and let's it's a hundred $1,000 house

1066

02:30:44.240 --> 02:30:49.039

Cooper City Hall: he's paying X amount of money. He's been homesteaded that entire time.

1067

02:30:49.520 --> 02:30:52.559

Cooper City Hall: The reality is Mr. Smith, and and I'm sorry.

1068

02:30:52.830 --> 02:31:06.310

Cooper City Hall: but he does not pay the same amount as Mr. Ryan Shrouder, who probably only owns his house for what 8 years.

1069

02:31:06.430 --> 02:31:10.350

Cooper City Hall: Let's say your houses are valued at the same amount. Just easy numbers.

1070

02:31:10.430 --> 02:31:14.950

Cooper City Hall: I'm not even gonna bother with the numbers. Your houses are valued at the same amount. because

1071

02:31:15.330 --> 02:31:20.519

Cooper City Hall: the mayor has lived in his house for 30 years, and you've only lived in it for, let's say, 5 years.

1072

02:31:20.780 --> 02:31:22.170

Cooper City Hall: You're paying

1073

02:31:22.210 --> 02:31:25.770

Cooper City Hall: proportionately more money than he is.

1074

02:31:26.790 --> 02:31:46.450

Cooper City Hall: and people have said that for years how that's so unfair, and the burden is on the people that are not vested for 20 years. Not necessarily, but people that have moved. But yes, also young people with little kids that have that have don't necessarily have all the other texts.

1075

02:31:46.980 --> 02:31:52.939

Cooper City Hall: you know, you can take 25,000 off if you're this, and 25,000 off, if you're that, etc., etc.

1076

02:31:53.230 --> 02:31:56.000

Cooper City Hall: But a fire assessment.

1077

02:31:57.020 --> 02:31:58.870

Cooper City Hall: you pay the same amount

1078

02:31:59.030 --> 02:32:25.790

Cooper City Hall: as he does, if if our properties are yes, no residential property, whether you have a 500 square foot house, or whether you have a 2, 20,000 square foot house. You're paying the same amount. You're paying your fair share. Yes, so I am more with keeping a fire assessment, because everybody's paying the same amount. Then changing something on a millage rate when

1079

02:32:25.940 --> 02:32:32.950

Cooper City Hall: or or taking taking. No, you're saying you would rather take less on a millage.

1080

02:32:32.990 --> 02:32:51.009

Cooper City Hall: Yeah, because it's not fair, though he's saying he's saying exactly what you're just. Yeah, I said it. Oh, my God, we're agreeing again, because this is this is our fair share, correct and and like. I'll give you another example. But I also don't think that we should raise the my here. You say I want my for the fire assessment.

1081

02:32:51.500 --> 02:33:04.140

Cooper City Hall: he keeping it at 81%, believing the millage where it currently is. No, no, he wants to, and that and I don't want

1082

02:33:04.460 --> 02:33:10.120

Cooper City Hall: that you all, not you all, but the commission. The last 4 years

1083

02:33:10.250 --> 02:33:13.240

Cooper City Hall: did not raise anything, and

1084

02:33:13.270 --> 02:33:30.649

Cooper City Hall: and you're to be able to raise it. We deliver the rape, but we still raise the amount. But in your defense you had, Arpa, you had hurricane funds. You had other things to balance. Those are going. Goodbye. Offers gone in a year or 18 a year to to do in 18 months to come to fruition.

1085

02:33:30.700 --> 02:33:59.469

Cooper City Hall: Hurricane funds are, God willing, non-existent. We're not. We're not outlaying anything else anymore. We did. We had one time hurricane payments were from way back that came in. But it's still money. That's that's there. We need to make sure that we have the money to maintain the sidewalks, the trees, the employees that are going to have. We have a man back there with a comp study, for Lord is is dying. I'm sorry, Laura, but we have people that are that are going to get raises. All of that is coming out of

1086

02:33:59.470 --> 02:34:15.880

Cooper City Hall: our money. It's probably too much to talk about. The mail is at the same time as this. But let me go hand in hand, if you want to keep one and raise another, or raise one, and lower or not. So you, the State legislature every year passes additional exemptions on people. Right?

1087

02:34:15.880 --> 02:34:35.880

Cooper City Hall: They say, if you're a a disabled veteran. Okay, you you don't pay any properties. Now, I was thinking, like you got shot in the the butt talks like for scump. Right? That makes sense right? But there's actually, when you leave the military a lot of times they'll add up your ailments that you might have obtained while you're a member, disabled and partially fully disabled.

1088

02:34:35.880 --> 02:34:53.400

Cooper City Hall: and and so they'll add up your your ailments. And so like one of my colleagues, her husband had broken his ankle playing basketball in in the coastguard, and they added them all up the Clpd. So it's a hundred percent disabled. And it's not this disability, like, we think in the in in terms of social security. It's the

1089

02:34:53.550 --> 02:34:58.180

Cooper City Hall: we use your body. You're disabled. Okay, and you can have a

1090

02:34:58.860 --> 02:35:21.070

Cooper City Hall: 4 million dollar home. and you'll pay 0 as well on property taxes. And so you're now being subsidized by other people to have the fire chart come and put out a fire. Subsidize again. I don't mean to do correct, but he's being subsidized by you, and that's why that this method of charging people for the assessment that they're person personally getting, in my opinion, is better.

1091

02:35:21.100 --> 02:35:23.119

Cooper City Hall: Then throwing it all in a in a pot

1092

02:35:23.630 --> 02:35:39.960

Cooper City Hall: and dishing it out years ago it wasn't as big a deal, but now, every single year the legislature adds additional exemptions because it's easy for them. It doesn't cost anything. Well, it does. If you're a teacher, you're a firefighter, your Emt, you're a nurse. They won't want to pass an exemption. Well, it's a C. To have to state.

1093

02:35:40.010 --> 02:36:05.240

Cooper City Hall: But look at the exemptions you're talking about. You're talking about peach teachers that should be on food stamps. They get paid so poorly, and there's something right. But according to you, go and they they'll have 100,000. That was no governor. That was the the school program. Oh, yeah, you're right. You're right. You're right. My apologies yes, for no. No, Mrs. Museum. And it was actually seem like a very good, you know proposal. So I'm saying they will have, but it's not. It's not a not every, you know. Listen, I get it. But

1094

02:36:05.570 --> 02:36:23.419

Cooper City Hall: those 2 back there who cost us a lot of money have to be paid somehow. Correct, but they they can't be paid from that. Yes, the one in white. Well, actually, you can only pay part of that correct.

1095

02:36:23.680 --> 02:36:33.509

Cooper City Hall: So. But and we should cover that cost 100. I have no problem with that, but not if you're going to take away property taxes.

1096

02:36:33.510 --> 02:37:02.350

Cooper City Hall: because while they cost us an that's it taking away, that's that wasn't the right word. Okay? Well, then, then, we adjust. Okay. You're all right, because if there's any, take more, I don't think we can afford to do that, and if one is going to go in hand with the other in your mind, then it needs to be. I'm going to give you this one. What do you want? This? There's a lot more you could give me, but we won't go. Would you like to? I'm not. I'm not throwing a number out of the air. I need figures, and I can't get them.

1097

02:37:02.700 --> 02:37:08.549

Cooper City Hall: What do you want? You want 288, Jeff, what do you want on this one? I'm gonna support you on that.

1098

02:37:09.200 --> 02:37:10.800

Cooper City Hall: He's killing me tonight.

1099

02:37:13.370 --> 02:37:31.009

Cooper City Hall: What do you. What do you want on this? I don't. Do you want to go with the 288, or you want to go to the High, or whatever the 81% was. Mr. Eagle St. Where you going to say something? It appears that you wanted to say numbers. I'm not doing anything without numbers.

1100

02:37:31.100 --> 02:37:39.319

Cooper City Hall: you know. There there, to go back to the 81, we can still end up. We can have, we? We will be able to have

1101

02:37:39.670 --> 02:37:43.040

Cooper City Hall: the percentage differences for each percent

1102

02:37:43.400 --> 02:38:04.740

Cooper City Hall: prior to the budget being adopted. But procedurally, we need to have something obviously on top of that. I understand that I still don't like doing anything without having the figures, and I know I can vote high and then low, right? I know all about that. It doesn't. It's very well thing. So the the fire, once we figure out where the money is going for fire, let's just assume it's

1103

02:38:04.870 --> 02:38:05.580

Cooper City Hall: well.

1104

02:38:05.900 --> 02:38:17.449

Cooper City Hall: Oh, no! The contract for fire. We have to pay the contract for fire. Not all of it, we agreed last night. Okay, let's just assume it's a million dollars to use your the way that you do that.

1105

02:38:17.540 --> 02:38:43.159

Cooper City Hall: You know I love reinvent numbers, right? So it's a million dollar contract with Dso. Fire. We have to pay it somehow. So the question is, you know, some of it's paid from the fire assessment. Some of it's paid from outdoor. Those are the only 2 ways to get it, you can only pay part of it. You can't pay for all of 5, because, okay, so if we increase the fire assessment for residential keep, the percentage of saying keeping the percentage the same

1106

02:38:44.230 --> 02:38:45.579

Cooper City Hall: in essence

1107

02:38:45.990 --> 02:38:46.780

it hot.

1108

02:38:46.940 --> 02:38:52.460

Cooper City Hall: If it's a pie of a million dollars, the piece that's coming out of that valorum is smaller.

1109

02:38:53.680 --> 02:39:03.940

Cooper City Hall: So that's why, Commissioner, I think, what Commissioner try to recommend in keeping the 81, which I think is a good idea, because again, it goes back to your case earlier, that

1110

02:39:04.150 --> 02:39:17.070

Cooper City Hall: if I have a home next to his house, which I kind of do, and you know a few streets away. I'm paying more.

1111

02:39:17.320 --> 02:39:21.350

Cooper City Hall: So the ambulance is going to have someone in my house

1112

02:39:21.460 --> 02:39:22.540

Cooper City Hall: more.

1113

02:39:24.450 --> 02:39:36.509

Cooper City Hall: It's all injuries. But but the bottom line it's it's it's giving us an even place. Commissioner for you. You you brought out. You brought up a very ballot point with, as it pertains to the fire assessment.

1114

02:39:36.700 --> 02:39:39.880

Cooper City Hall: So I think I'm

1115

02:39:41.280 --> 02:39:51.669

Cooper City Hall: I think I'm second at the motion. I don't know. I'll make a motion at 81%. One moment I had Commissioner Green making the motion.

1116

02:39:52.590 --> 02:40:05.790

Cooper City Hall: Yes, I like the I'm going to. I'm going to remove my. I'm going to remove my motion. I like to. I like to make the motion that in that it that we keep it at 81%

1117

02:40:06.660 --> 02:40:16.699

Cooper City Hall: motion at 81%, just to clarify, if I may, that would lead the residential rate, the same as last year at 256. No. So it's just a proportion. Yeah, okay.

1118

02:40:16.740 --> 02:40:20.720

Cooper City Hall: I do have a second on the 81%. I second, okay.

1119

02:40:21.210 --> 02:40:22.260

Cooper City Hall: so it's

1120

02:40:23.090 --> 02:40:34.229

Cooper City Hall: Lisa. We have to. I'm all about supporting a firefighters. I just want figures. And I don't like, I know I can lower it. But personally I don't get a quote lion shrouded Commissioner.

1121

02:40:34.450 --> 02:40:37.280

Cooper City Hall: I don't like voting on something that I don't have the figures for.

1122

02:40:37.480 --> 02:40:43.850

Cooper City Hall: and I don't have the figures. If I had someone from finance here like we used to, they would be on a calculator, and they would figure out

1123

02:40:44.010 --> 02:40:50.560

Cooper City Hall: a a a good number, but I don't. So sorry I'm harping on that. I apologize. I need to be Lisa 2.0.

1124

02:40:50.820 --> 02:40:53.280

Cooper City Hall: I'm happy. I

1125

02:40:53.520 --> 02:40:56.620

Cooper City Hall: here what everyone is saying I really do.

1126

02:40:56.760 --> 02:41:01.680

Cooper City Hall: And the good thing is, if we go at 81%, we can always reduce it.

1127

02:41:02.080 --> 02:41:07.110

Cooper City Hall: So I don't have a problem in going along with, as the motion is.

1128

02:41:07.260 --> 02:41:10.230

Cooper City Hall: Having said that, no need to discuss

1129

02:41:10.850 --> 02:41:13.240

Cooper City Hall: the millage at this point just coming up.

1130

02:41:13.620 --> 02:41:15.140

Cooper City Hall: So call the vote, please.

1131

02:41:15.430 --> 02:41:17.250

Cooper City Hall: Commissioner, Melody.

1132

02:41:17.280 --> 02:41:23.170

Cooper City Hall: Commissioner, Commissioner, Commissioner, Commissioner Green. Yes.

1133

02:41:23.240 --> 02:41:27.240

Cooper City Hall: Moving on to resolution. 2314. Mr.

1134

02:41:27.570 --> 02:41:52.870

Cooper City Hall: Mayor Commission. The items resolution. The City of Cooper City, Florida. Adopting a proposed operating village rate of 5.8 7 5 0 for fiscal year 2,02324, commencing October first, 2,023, through September thirtieth, 2,024, setting a date and time for the first public hearing to adopt the final note rate and budget, find it for directions to city manager and providing for effective date.

1135

02:41:53.030 --> 02:41:59.100

Cooper City Hall: Do we have a motion? I'd like to motion to approve 5.7 5

1136

02:42:00.300 --> 02:42:08.640

Cooper City Hall: 5 point 7 to 5. Do I have a second to that second for discussion. second for discussion by Commissioner Catsman.

1137

02:42:09.060 --> 02:42:18.820

Cooper City Hall: Yes. Do we know what 5.7 5 is? It's on our budget or sheet. I think it's in the budget.

1138

02:42:19.250 --> 02:42:21.010

Cooper City Hall: I can find it.

1139

02:42:23.580 --> 02:42:24.999

Cooper City Hall: Don't know what pages on.

1140

02:42:34.020 --> 02:42:37.209

Cooper City Hall: If anyone finds the page first

1141

02:42:37.260 --> 02:42:42.949

Cooper City Hall: you're going forward, I'll go backward.

1142

02:42:50.690 --> 02:42:51.500

Cooper City Hall: But

1143

02:43:02.330 --> 02:43:05.939

Cooper City Hall: it would have been here

1144

02:43:09.190 --> 02:43:11.819

Cooper City Hall: budgeting and counting.

1145

02:43:14.360 --> 02:43:17.430

Cooper City Hall: It was a nice little chart.

1146

02:43:34.260 --> 02:43:35.080

Cooper City Hall: Bye.

1147

02:43:37.940 --> 02:43:43.880

Cooper City Hall: yeah, it's maybe it's in the backup for the maybe it's in

1148

02:43:46.300 --> 02:43:48.460

Cooper City Hall: Stragglson. Do you remember where it was?

1149

02:43:50.090 --> 02:44:01.649

Cooper City Hall: You, that city manager? Do you remember? I think there was a hand out that Mr. budget Michael handed out the back here. Then it was I I believe it was a $40,000.

1150

02:44:04.310 --> 02:44:06.080

Cooper City Hall: Oh, okay.

1151

02:44:06.590 --> 02:44:11.459

Cooper City Hall: every 10 third point is 40,000.

1152

02:44:17.890 --> 02:44:21.980

Cooper City Hall: It doesn't have the

1153

02:44:30.040 --> 02:44:32.710

Cooper City Hall: 5.7 9 9. Is that fine?

1154

02:44:33.370 --> 02:44:36.420

Cooper City Hall: Maybe we don't have 5.7 5 in here.

1155

02:44:39.120 --> 02:44:41.739

Cooper City Hall: so that's probably

1156

02:44:42.490 --> 02:44:44.130

Cooper City Hall: between 200, and

1157

02:44:44.220 --> 02:44:46.389

Cooper City Hall: the jumps all the way to 6.

1158

02:44:46.820 --> 02:45:01.319

Cooper City Hall: Yeah, but it's it's more than 200 and less than 900. That's a big difference. Yeah. So with 205.8 1 5 only because that's a number there, we have

1159

02:45:01.890 --> 02:45:03.710

Cooper City Hall: be okay with changing it to that.

1160

02:45:05.140 --> 02:45:12.050

Cooper City Hall: I want to get into the sevens. But we don't have any of the 7 numbers. Yeah, but we can do that. I mean, somebody can do that.

1161

02:45:12.940 --> 02:45:21.100

Cooper City Hall: Where is our finance? What? Don't get me starting. Okay. you did. He's evil.

1162

02:45:22.960 --> 02:45:27.540

Cooper City Hall: hey, Ross? Why are you all looking at the numbers? My comment on?

1163

02:45:27.950 --> 02:45:39.520

Cooper City Hall: No, I don't. I don't need to see that. Thank you, though I appreciate it. The Commissioner Cassman. So I hear the the motion was for 5.7 5 for the millage. I am not going to be supporting that

1164

02:45:40.440 --> 02:45:50.230

Cooper City Hall: in conversations with the city manager and with the with the the finance folks.

1165

02:45:50.450 --> 02:45:54.869

Cooper City Hall: at 5.8 7 meals.

1166

02:45:55.270 --> 02:46:00.990

Cooper City Hall: that brings in roughly 2.3 1 million dollars.

1167

02:46:01.950 --> 02:46:03.630

we keep the

1168

02:46:03.810 --> 02:46:16.400

Cooper City Hall: We. We keep the millage the same as last year. I know that the the property values went up, and as a result of that it yielded us to additional 2.1 million dollars

1169

02:46:16.810 --> 02:46:20.899

Cooper City Hall: that that is just about enough to pay

1170

02:46:20.980 --> 02:46:24.390

Cooper City Hall: contractually the Bso.

1171

02:46:24.400 --> 02:46:31.120

Cooper City Hall: So police, in part, because we got about a hundred $1,000 left over

1172

02:46:33.060 --> 02:46:37.860

Cooper City Hall: and I'm going to say this I wholeheartedly support

1173

02:46:37.890 --> 02:46:46.470

Cooper City Hall: police and fire. They do a phenomenal job here. in this, in the city. I will continue to support them.

1174

02:46:47.160 --> 02:46:54.209

Cooper City Hall: I have to also make sure that I'm that I'm going to continue as long as I'm up here. I'm going to continue to support

1175

02:46:54.920 --> 02:47:00.059

Cooper City Hall: the the the other parts of Cooper City, i. E.

1176

02:47:00.080 --> 02:47:01.420

Cooper City Hall: Our staff.

1177

02:47:02.000 --> 02:47:08.779

Cooper City Hall: I want to make sure, at least for me. I'm of the opinion that

1178

02:47:09.010 --> 02:47:16.189

Cooper City Hall: I I wanna make sure that we are providing the city manager and staff

1179

02:47:16.360 --> 02:47:21.689

Cooper City Hall: adequate funding for them to execute what needs to take place

1180

02:47:22.020 --> 02:47:24.080

Cooper City Hall: in this in this community

1181

02:47:25.800 --> 02:47:37.590

Cooper City Hall: while it sounds good. Well, we can you? We can say, well, we we lowered the millage rate right? Oh, we we lower. We lowered taxes. we lowered taxes, and yet

1182

02:47:37.820 --> 02:47:40.020

Cooper City Hall: the cost of living has gone up.

1183

02:47:40.490 --> 02:47:43.639

Cooper City Hall: It continues to go up.

1184

02:47:45.730 --> 02:47:51.359

Cooper City Hall: I certainly am not of the opinion that I certainly don't want to put my city in jeopardy

1185

02:47:51.640 --> 02:47:52.840

Cooper City Hall: by

1186

02:47:52.980 --> 02:47:55.819

Cooper City Hall: not having the funding there

1187

02:47:56.020 --> 02:48:04.999

Cooper City Hall: to do everything that we know has to get done in this city. We have got to make sure that we're cleaning up the city as it's already been stated.

1188

02:48:05.300 --> 02:48:07.809

Cooper City Hall: The opera funds

1189

02:48:07.920 --> 02:48:18.690

Cooper City Hall: that's going to go away, folks that's not going to be here. And so yeah, one. Well, Commissioner Green will. It's there right now when we can take advantage of it.

1190

02:48:18.750 --> 02:48:33.950

Cooper City Hall: I don't believe that that if we're going to take advantage of it. But I I want to make sure that we're not just looking. I'm not just looking at this year. I'm looking at. Okay, we need to continue to make sure that we maintain levels.

1191

02:48:33.970 --> 02:48:36.629

Cooper City Hall: that we are able to

1192

02:48:36.790 --> 02:48:41.970

Cooper City Hall: pay our bills and take care of what we have to do. So I know, I said, a whole lot to say.

1193

02:48:42.070 --> 02:48:45.210

Cooper City Hall: I am supporting the 5.8 7 5 0.

1194

02:48:45.760 --> 02:48:49.909

Cooper City Hall: I will not be supporting the 5.7 5. Thank you, Mr. Mayor.

1195

02:48:53.550 --> 02:48:57.360

Cooper City Hall: Any any further discussions on this.

1196

02:48:57.800 --> 02:49:03.360

Cooper City Hall: I yes, I know you know. I know it can be scary to not

1197

02:49:04.340 --> 02:49:12.870

Cooper City Hall: well, actually, we are still charging more. So. we're not talking about going back to the rollback rate, which would be keeping our numbers the same.

1198

02:49:13.060 --> 02:49:27.050

Cooper City Hall: We're still going to be bringing more income. I know it could be scary to not tax more, but every year we've done this for the last 5 years. Not only have we been able to lower the rate.

1199

02:49:27.360 --> 02:49:34.719

Cooper City Hall: we also want to add money to fund, balance and increase. We've added positions we've we've been able to do it. So it's a proven method.

1200

02:49:34.930 --> 02:49:41.250

Cooper City Hall: you know, when Commissioner Melody first joined the city commission they were in the fives

1201

02:49:41.830 --> 02:49:43.960

when she left there in the seventh.

1202

02:49:44.060 --> 02:49:49.260

Cooper City Hall: I'd like to get back down to the 5 or State M. 5. You know. I like to stay there.

1203

02:49:50.050 --> 02:49:59.319

Cooper City Hall: and it's going to be a tax increase on the residents either way. We found a way to roll back the military each year while increasing public safety. Since since

1204

02:49:59.660 --> 02:50:10.590

Cooper City Hall: 2020 there's been 6 amendments to the Pso. Contract adding more services than we've had in years, and we still been able to do that by lowering the tax rate

1205

02:50:11.460 --> 02:50:13.930

Cooper City Hall: and adding reserves

1206

02:50:14.190 --> 02:50:16.890

Cooper City Hall: and other things, the fun balance. So

1207

02:50:18.440 --> 02:50:23.309

Cooper City Hall: let's try. Now, you guys aren't comfortable. With that number. I could, you know.

1208

02:50:24.700 --> 02:50:30.729

Cooper City Hall: come up with a different one, but I think it should be we should be discussing rolling back the rate, some not to the rollback rate.

1209

02:50:31.600 --> 02:50:36.420

Cooper City Hall: but lowering the rate some already go ahead

1210

02:50:39.730 --> 02:50:47.710

Cooper City Hall: at the rate proposed. After the increase. Just like commission it ring set after the increase to Bso.

1211

02:50:48.010 --> 02:50:58.259

Cooper City Hall: It's a hundred $1,000 more. I I don't think those numbers are right, because this that proposes to bring in like 8, 70% more and be so didn't go up that.

1212

02:51:01.170 --> 02:51:10.140

Cooper City Hall: And also we're we're also getting money from the fire system. How much more is coming out of the fire system. All we don't know, because we have no one here to tell us

1213

02:51:10.330 --> 02:51:16.659

Cooper City Hall: the difficulty. Well, let me let me just say this from the 5.8 7 5

1214

02:51:16.680 --> 02:51:22.930

Cooper City Hall: to the 5.8 1 5. It is a difference of $263,000.

1215

02:51:23.480 --> 02:51:26.840

Cooper City Hall: Okay,

1216

02:51:27.070 --> 02:51:32.689

Cooper City Hall: I will. Well, I'm I'm not. I'm not. I might be okay, but not tonight.

1217

02:51:34.330 --> 02:51:43.850

Cooper City Hall: Tonight. What I've done on fire I want to do on the village, and that is, go at the higher rate, if you will.

1218

02:51:44.550 --> 02:51:53.029

Cooper City Hall: Well, that I think that would be if we went to 5.8 1 5. That's higher than the 5 7.

1219

02:51:53.050 --> 02:52:13.879

Cooper City Hall: That's the hiring. It's 243,000 that that's the car out there we bought with moon roofs. Okay? But you already purchased those cars, and we don't. The problem that I have is that you're saying we've been able to do this. We've been able to do this. I know we might still be able to.

1220

02:52:14.040 --> 02:52:38.780

Cooper City Hall: I feel more comfortable when I have someone I can ask questions of here. I if we're going to penalize the residents. No, no, we don't have our told. We could not penalize them. We'd still have a second shot at the app. They're getting second by it at the app. The county is going to put on a bunch of notices, and it's going to say, this is what you were paid last year. You're going to pay this year, and it's going up, and they're going to come yelling at us.

1221

02:52:39.590 --> 02:53:06.620

Cooper City Hall: Turn away with a B so, and have be as so explain it. But you know it's it's it. May I mean in in that. It's going to go up. Anyways, I'd like you to say I'd like to be able to say. At least we came down on the rate. Look, inflation's up. I know your value has to. But what problem is that everything is up. The residents understand that? What was our Mr. City manager. We're paying. What is it? 100% on insurance?

1222

02:53:06.650 --> 02:53:09.639

Cooper City Hall: 124

1223

02:53:09.660 --> 02:53:19.020

Cooper City Hall: of insurance for our buildings? And yes, I agree with you. Are we ensuring a trailer that's 30 years old. Well, that's just.

1224

02:53:19.160 --> 02:53:20.610

Cooper City Hall: I can't even

1225

02:53:20.830 --> 02:53:30.280

Cooper City Hall: comment on that, because that's just insanity. We are showing them. But you're talking about balancing a budget when you did it

1226

02:53:30.580 --> 02:53:47.410

Cooper City Hall: with Arpa money, and you also did it. Okay, you you're paying for other things with Arpa funds. So then you have more money to play within the budget. You had money that came back from hurricane natural disaster reimbursement.

1227

02:53:47.720 --> 02:54:14.310

Cooper City Hall: Yeah, it's not. It's not being used. Listen. We've been able to do this, guys, and and we've added money to fund balance every year. But you cut back on tree trimming. You don't. I'm back on sidewalks. Oh, yes, we budgeted a 4 person in-house to do. I've been moved. They haven't even the city commissions full, but you can budget it. But if you're not using it, you haven't hired the people, then that money stays in the budget.

1228

02:54:14.310 --> 02:54:27.240

Cooper City Hall: Those people are actually being hired now because Tim Fleming reclassified that position the way it should be because the way it should be classified. And we're actually going to.

1229

02:54:27.270 --> 02:54:27.970

Cooper City Hall: Okay.

1230

02:54:28.220 --> 02:54:29.470

Cooper City Hall: So

1231

02:54:30.640 --> 02:54:37.690

Cooper City Hall: again, we're we're gonna we're going to agree to disagree.

1232

02:54:38.810 --> 02:55:08.390

Cooper City Hall: That is, not I. I haven't. We have. Hr, we have an additional person in Hr. I admitted my fault. I said I, that I was another cost. I thought it was gonna work out and it didn't. I don't. I don't. I know not disagreeing with you, you so conservative. Come down. Let's talk about the the ramifications. So if we look out, you have to look out for the city. No, and I understand cost you. You're right. Costs

1233

02:55:08.500 --> 02:55:15.280

Cooper City Hall: you live in a I don't want to say luxury. We live in a higher and community that has high

1234

02:55:15.390 --> 02:55:25.810

Cooper City Hall: needs. the people move here because they want good schools, good service, good parks, good safety, and they get all, and they do get all that. we're going to make it better.

1235

02:55:26.930 --> 02:55:32.129

Cooper City Hall: capping it at the current village. I think we all agree, my right, that nobody wants to go above

1236

02:55:32.520 --> 02:55:44.390

Cooper City Hall: the current millage. So that's a good thing. if we approve the current millage it, it's gonna our residents are going to get a trim notice in the mail from the property appraisal that says

1237

02:55:44.480 --> 02:55:46.890

Cooper City Hall: your taxes are going to go up to X amount.

1238

02:55:47.260 --> 02:56:07.520

Cooper City Hall: And frankly, if they if we lower it to 5.8 7 or 5.7 5, they're going to get a notice of the mail that says your taxes are going up so I could say, by lower the rate you're valuing up, you know. I understand, I'm just saying, but their taxes at but the Texas have still gone up, softened the blow on the right. We live.

1239

02:56:08.070 --> 02:56:17.059

Cooper City Hall: We live in in Cooper City. Commissioner, shrouded where the average Median income here in Cooper City is roughly $90,000.

1240

02:56:17.750 --> 02:56:31.630

Cooper City Hall: If at the at the most recent community input for budget. I think you all a total of 3 people and 2,500 staff showed up

1241

02:56:32.260 --> 02:56:34.229

Cooper City Hall: for the community

1242

02:56:34.340 --> 02:56:36.000

Cooper City Hall: budget. Input

1243

02:56:37.240 --> 02:56:40.389

Cooper City Hall: the likelihood, just generally speaking.

1244

02:56:40.770 --> 02:56:45.300

Cooper City Hall: that our residents, the residents that chose to live here in Cooper City.

1245

02:56:46.740 --> 02:56:56.989

Cooper City Hall: That is not, that has not been a of a big concern to them. Now I know that we have a responsibility to make sure that we're that we're doing right by them.

1246

02:56:57.450 --> 02:57:09.199

Cooper City Hall: And that's why I said I'm at. I'm all for keeping it at 5.8 7 5 it is, that is, that's a that's an oper. That's a number that our staff said that they are comfortable with

1247

02:57:09.290 --> 02:57:14.279

Cooper City Hall: working with. But I'm certainly not in. I'm not of the opinion that

1248

02:57:14.540 --> 02:57:20.450

Cooper City Hall: if we lower that if we lower that number

1249

02:57:20.670 --> 02:57:24.860

Cooper City Hall: that we're going to be looking out for their best interest, because

1250

02:57:24.880 --> 02:57:28.810

Cooper City Hall: we're paying more for every thing

1251

02:57:28.860 --> 02:57:33.690

Cooper City Hall: in the city. Mr. City manager, I believe when we were talking about the budget

1252

02:57:33.710 --> 02:57:40.809

Cooper City Hall: when we're talking about the talking about the budget you indicated just in for utilities, just for chemicals

1253

02:57:41.080 --> 02:57:42.439

Cooper City Hall: we're looking at.

1254

02:57:42.730 --> 02:57:49.349

Cooper City Hall: you know, paying a hundred 40,000, or $150,000 more in chemical. We are paying more

1255

02:57:49.390 --> 02:57:57.560

Cooper City Hall: for goods and services across the board at some point right?

1256

02:57:57.990 --> 02:58:01.600

Cooper City Hall: If you don't have any money there, you don't have to.

1257

02:58:01.620 --> 02:58:03.190

Cooper City Hall: You're gonna have to pay the bill.

1258

02:58:04.070 --> 02:58:28.219

Cooper City Hall: It's not only supplies, it's personnel, too, because it's a common study. It's going to. Okay. And it's you guys, we haven't even, I've yet, okay, going down one to 5.8 6 5 is 40,000 on a difference. Are you guys, are you guys just fundamentally against lowering the rate? Well, but I want to point something about that with you fundamentally against it. 1,000. You said to me that when I said, This is going up.

1259

02:58:28.620 --> 02:58:35.980

Cooper City Hall: that this is giving us an extra $100,000 after we do bso right here on our form, we're getting

1260

02:58:36.270 --> 02:58:54.250

Cooper City Hall: a mixed around it. A 1 million. all right. That's the that's the difference. But that's not accurate. This isn't. We know it's going. We're getting more than a million dollars. What are we getting?

1261

02:58:54.640 --> 02:59:01.230

Cooper City Hall: Oh, I'm sorry to interrupt with how? How is that? Not accurate.

1262

02:59:01.460 --> 02:59:08.620

Cooper City Hall: No, Bso is off 1.2 million dollars.

1263

02:59:08.640 --> 02:59:20.880

Cooper City Hall: and that's I mean, if we can get the 750 and whatever. But they're up 1.2 million dollars. This is so wrong. We have no one in finance and tell us how much more we get.

1264

02:59:21.310 --> 02:59:33.879

Cooper City Hall: Okay. I I'm just telling you that we have a difference of 1 million dollars, that this is wrong. How much more we, getting at at the same illegrate, may, or motion to call the vote at 5.8 7 5

1265

02:59:34.090 --> 02:59:37.540

Cooper City Hall: second, but I have a motion.

1266

02:59:38.230 --> 02:59:43.620

Cooper City Hall: but you can still call. The

1267

02:59:44.180 --> 02:59:47.909

Cooper City Hall: the motion is at the motion for a lesser than 5. No.

1268

02:59:47.930 --> 03:00:00.440

Cooper City Hall: the Commissioner Schrodinger's motion is on the table. Hey, go! Let's call him, but call the what you do call about motion. Call about.

1269

03:00:00.550 --> 03:00:05.569

Cooper City Hall: And this is on 5.7 5. Yeah, you can't get Mr. Eglson. Can you call it?

1270

03:00:06.000 --> 03:00:18.860

Cooper City Hall: Okay? I want this clarification. The the motion that was on the floor was Commissioner shrouded at 5, initially 5.7 5.

1271

03:00:18.990 --> 03:00:23.409

Cooper City Hall: Okay? And seconded by Commissioner. Okay.

1272

03:00:23.930 --> 03:00:26.060

Cooper City Hall: I' to vote if you would please.

1273

03:00:26.690 --> 03:00:34.340

Cooper City Hall: Commissioner Melody. Now Commissioner Catsman, yes, Commissioner, Commissioner, Commissioner green

1274

03:00:35.090 --> 03:00:40.670

Cooper City Hall: motion motion to approve. 5.8 7 5.

1275

03:00:41.360 --> 03:00:51.089

Cooper City Hall: Oh, sorry. I don't know what to say that. What about discussion? We have discussion. No, no, no, it's a new motion. You can have further discussion, not a problem

1276

03:00:51.200 --> 03:00:53.810

Cooper City Hall: maker of motion.

1277

03:00:54.320 --> 03:00:56.860

Cooper City Hall: Second. I'm good.

1278

03:00:57.320 --> 03:01:06.329

Cooper City Hall: Yeah, I'm I'm not sure why you guys are fundamentally opposed to lowering the tax rate on the resonance. I mean, if we went down one

1279

03:01:06.340 --> 03:01:11.860

Cooper City Hall: one tenth of a was it a hundred of them actually, right now? Tenth of a mill

1280

03:01:12.260 --> 03:01:23.789

Cooper City Hall: on this little sheet? 5.8 6 5. It's $40,000. We can't find $40,000. Here is what I am opposed to.

1281

03:01:23.870 --> 03:01:40.860

Cooper City Hall: and again I I'm harping, and I apologize, but I'm opposed to not having someone here to give me numbers and figures, and to tell me where that money is going to come from. That's what I'm opposed to, and if we can.

1282

03:01:41.230 --> 03:01:42.300

Cooper City Hall: hey?

1283

03:01:42.650 --> 03:01:49.730

Cooper City Hall: Whatever the thing was for for fire, and then put it there and lower it. I can do the same with the budget.

1284

03:01:49.950 --> 03:02:13.939

Cooper City Hall: so I have no problem when I have qualified staff, and I have all the figures that I want that I'm asking for in front of me, and someone that can answer every single question that I have. I have no problem, and I'm not opposed to 40,000 less. But I want to give myself wiggle room until I have staff. You've got millions of dollars in the room.

1285

03:02:13.940 --> 03:02:30.329

Cooper City Hall: I'm asking you to take a 40,000 record. Listen, the special assessment. If the residents come to me? A. Why, to go up? I know I'm gonna say 10550 Sterling road! It's the big building with 3 garages. Go talk to them. It cost more money to talk to your state legislators. They increase that fors. That's what I'm gonna say to them

1286

03:02:30.920 --> 03:02:59.520

Cooper City Hall: $40,000. That means, if you guys can't agree, that means you're fundamentally a person or the lowering the taxi. And I point out to you, to you, and you and the Commission agree that you guys raised our tax rate 46 and a half percent our tax rate when home values. Tank. Nope, here you go. Oh, yeah, got them right here. You can have it. They're all 46. I'm up there. I lived it. I got land, based it every time I went to public by people. I know what it means to raise tax rates. I know that you're going to get.

1287

03:02:59.520 --> 03:03:24.500

Cooper City Hall: I'm not. I didn't get comfortable doing it. I needed to. We had no money in reserves. Right now I need to build that money in reserves. I still needed to supply services, and instead of a house that was worth 1.2 million dollars. That house back then was worth $400,000. So you're sitting here telling me, oh, we never were. And I mean this, I I'm sorry. That sounds me, and I apologize. But we never raised taxes.

1288

03:03:24.500 --> 03:03:43.870

Cooper City Hall: Yeah, because your house that was $400,000 went up to 1.2 million dollars. But it doesn't make a difference. All the new houses that were purchased. We let them dry. So you want to know what's coming on line. That's the money that we need. Do you know how much money is coming online from new construction?

1289

03:03:44.250 --> 03:04:13.389

Cooper City Hall: A ton of money? So we can't. $40,000. You can't. You can't bank on something that I don't have. When is new construction coming to fruition it already? Didn't everything? Can it? Really? Right? Star is like, we're going to make 200 something $1,000 a year, tax on everything. Everything can

tank tomorrow. Oh, and the CEO. They? They're going to pay the taxes $40,000! You can't throw me a $40,000 break. What have you that's given me? I gave you one other. That's a dollar 25 or resin. I I have a question. So

1290

03:04:13.560 --> 03:04:27.880

Cooper City Hall: Mr. Manager, so, my kids, sorry I know we don't have the exact numbers, sure. But if we go on the fire assessment, if we go from the 70, it was a 72 or something percent to 81% for residential.

1291

03:04:28.260 --> 03:04:31.979

Cooper City Hall: If we did, the man would the difference be

1292

03:04:32.220 --> 03:04:35.509

Cooper City Hall: way? More than $40,000? And this is where

1293

03:04:35.620 --> 03:04:50.179

Cooper City Hall: I'm just asking the manager to do. No, this is where I want that kind of question answered, no, no, no, I'm asking you to say if it's more or less the $40,000. That's a general question.

1294

03:04:50.260 --> 03:04:54.319

Cooper City Hall: If he doesn't have the answer. It's okay. He has a bunch of.

1295

03:04:54.550 --> 03:05:01.710

I believe it's but we can save 40 grand by getting rid of a few people in finance with a just just a couple of comments.

1296

03:05:01.980 --> 03:05:16.539

Cooper City Hall: The direct car alone was 55,000. It's coming out. So there's there's we could lower the millage. So the direct bar. So it's in the budget for next year. Ocean. Call the boat 55 out. You don't mind it quite a week for a moment. I'm sorry. Thank you.

1297

03:05:16.840 --> 03:05:19.810

Cooper City Hall: Okay, well, I wasn't done actually. Oh, good. My point is

1298

03:05:20.080 --> 03:05:28.239

Cooper City Hall: I'd like to make a friendly amendment to set, and I will vote. Yes, to make it 5.8 6 5, which is 8

1299

03:05:28.440 --> 03:05:33.790

Cooper City Hall: point 0 1 $40,000 difference, cap.

1300

03:05:34.160 --> 03:05:37.910

Cooper City Hall: It's making a point to our residents that we're not

1301

03:05:38.230 --> 03:05:39.770

Cooper City Hall: that we're looking to

1302

03:05:40.730 --> 03:06:01.609

Cooper City Hall: preserved their money and integrity. It's a $40,000 difference. And we're definitely going to make more so. You know where that 40,000 can I ask? I know I wait one moment, I have a motion. Do I have a second? I still your motion pending this? Was it? It's a friendly amendment to me, so I need to accept that

1303

03:06:01.700 --> 03:06:22.490

Cooper City Hall: correct. Can I ask a question if I accept that? Or can I ask a question before I accept that point of order? Is it commission on my loses? Yes. Item, or is it mine? My second. Okay, okay, so we have $40,000. And I asked last night for

1304

03:06:22.500 --> 03:06:28.040

Cooper City Hall: well, I asked for several positions to be eliminated. But one was around $40,000.

1305

03:06:28.660 --> 03:06:29.960

Cooper City Hall: That's a wash. Them.

1306

03:06:32.350 --> 03:06:46.509

Cooper City Hall: eliminate the Park range position, and I'll vote for it, because that's because you don't like the position. I don't think the position is is is a valid position, and if you want me to eliminate 40,000, where's where's the 40,000 coming?

1307

03:06:46.670 --> 03:06:50.000

Cooper City Hall: The 55,000 people that's budgeted for next year that we already want

1308

03:06:50.850 --> 03:07:06.420

Cooper City Hall: right there. You already bought it. I know it's one of the $5,000 in our budget, and it was wrong that we found well over. We found we found hundreds of thousands of dollars, but I think we need to kill our budget by several $100,000,

1309

03:07:06.640 --> 03:07:22.620

Cooper City Hall: we should just being serious, Nixon. I'm not. I'm being stars. I love you. I just went from here to here with Jeremy from here to here to 40,000 in it, literally the lowest possible. I will pay for it out of his personal discretionary fund.

1310

03:07:22.810 --> 03:07:24.489

Cooper City Hall: 40,000 bucks

1311

03:07:24.780 --> 03:07:26.600

Cooper City Hall: right? That, Commissioner

1312

03:07:27.060 --> 03:07:39.529

Cooper City Hall: I don't oppose, and I want that out there. I don't oppose going to what Commissioner Catherine just indicated as a motion to the 8, or excuse me 5.8.

1313

03:07:39.590 --> 03:07:53.139

Cooper City Hall: Yeah, I'm sorry I apologize. All right. Point of order. Yes. So Commissioner Catsman made the amendment.

1314

03:07:53.890 --> 03:08:07.470

Cooper City Hall: and we're discussing whether or not we're going to accept it. So I am not opposed to that. I I'm not because 40,000 isn't anything we can then honestly say. Yes. We lowered the millage.

1315

03:08:07.490 --> 03:08:15.989

Cooper City Hall: Not by much, but we lowered the village might. Still. My difficulty is, I don't know what the fire is now, having said that.

1316

03:08:16.070 --> 03:08:17.349

Cooper City Hall: having said that

1317

03:08:17.580 --> 03:08:22.940

Cooper City Hall: I know that we have a second bite at the apple on the fire as we would here.

1318

03:08:23.360 --> 03:08:30.020

Cooper City Hall: If we give ourselves wiggle Room. Now we can drop it

1319

03:08:30.080 --> 03:08:41.260

Cooper City Hall: if that's what's going to make you happy. And and Commissioner Catsman says he's for I don't have a problem with that, because it's only 40,000, and it shows a reduction. I'm thrilled to do that.

1320

03:08:41.440 --> 03:08:43.340

Cooper City Hall: It doesn't indicate

1321

03:08:44.290 --> 03:08:49.550

Cooper City Hall: the fire a mount and I get that. When

1322

03:08:49.730 --> 03:08:57.809

Cooper City Hall: finance comes back we'll deal with it, then it may stay at that high rate it may be lowered. I don't know. I need to know the fact, so

1323

03:08:58.700 --> 03:09:00.829

Cooper City Hall: is a friendly amendment accepted.

1324

03:09:01.710 --> 03:09:11.020

Cooper City Hall: said with love, no, I wanted to stay for the record that I am not opposed to dropping it to 5.8 6 5,

1325

03:09:11.030 --> 03:09:20.190

Cooper City Hall: and when I have figures in front of me. Let's go through the process. 5.8 7 5

1326

03:09:20.640 --> 03:09:29.329

Cooper City Hall: 1,875. Yes, Commissioner, Commissioner Green, Commissioner, Commissioner, Commissioner.

1327

03:09:30.410 --> 03:09:31.200

Cooper City Hall: I

1328

03:09:31.340 --> 03:09:37.419

Cooper City Hall: move to make the millage rate 5.8 6 5.

1329

03:09:39.320 --> 03:09:41.090

Cooper City Hall: Commissioner Melody.

1330

03:09:42.820 --> 03:09:48.049

Cooper City Hall: I'm thinking. No, I'm thinking I'm allowed to think for a second. Sorry

1331

03:09:50.170 --> 03:10:02.280

Cooper City Hall: do do, do, do to do, to do, to do, to do, to do, to do, to do, to do, to do, to do? Yes.

1332

03:10:03.060 --> 03:10:08.420

Cooper City Hall: Commissioner, Commissioner, Commissioner, Commissioner.

1333

03:10:09.710 --> 03:10:10.879

Cooper City Hall: moving on

1334

03:10:11.760 --> 03:10:18.170

Cooper City Hall: to item number

1335

03:10:18.350 --> 03:10:19.830

Cooper City Hall: Jacob Horowitz.

1336

03:10:20.760 --> 03:10:40.499

Cooper City Hall: Thank you. Mayor Commission. The items resolution, the city of Cooper City, Florida, supporting honor honor rarely designating the portion of State Road, 823 South Linger road between Southwest Fifty-second Street and Southwest 50 Fifth Street and Brown County as Archbishop Edward A. Mccarthy High School way provide for an effective name. Do I have motion

1337

03:10:40.550 --> 03:10:47.529

Cooper City Hall: motion? Second Commissioner Blosey? Second by Commission Green discussion, Commissioner Melody. I want to make sure I'm not paying for the signs

1338

03:10:52.340 --> 03:11:00.200

Cooper City Hall: they are on. that they are d ot sign, so we we should not be paying for them. I'll make sure that is not the case

1339

03:11:00.350 --> 03:11:08.489

Cooper City Hall: as long as it cost me nothing. I don't. That's fine. I'm good, sir, thank you for your yes chief.

1340

03:11:11.180 --> 03:11:17.560

Cooper City Hall: Last I knew Florida Department of Transportation was not allowing our Lpr. Readers on their streets.

1341

03:11:19.250 --> 03:11:22.819

Cooper City Hall: And now they're requesting us to do something for them.

1342

03:11:23.480 --> 03:11:49.939

Cooper City Hall: You have an Update on that. That's your question, really. It came from the floor department transportation. good evening, Mayor. Commissioner, City Manager Staff presents with us. Commissioner, to your question. I actually did brief. The manager, I think, was last week on a recent legislative change, that when effect of July, where the Florida Legislature actually directed up to to create a permitting process for L. Prs at the direction of all force and requests.

1343

03:11:50.970 --> 03:11:51.860

Cooper City Hall: Okay.

1344

03:11:52.520 --> 03:11:57.309

Cooper City Hall: the State Legislature how to do it for because they wouldn't do it at some point.

1345

03:11:58.870 --> 03:12:01.559

Cooper City Hall: Hmm! What is your

1346

03:12:01.810 --> 03:12:04.449

Cooper City Hall: Who am I up to catch him? And I believe

1347

03:12:04.930 --> 03:12:06.839

Cooper City Hall: I'm good. Call them out.

1348

03:12:07.630 --> 03:12:14.590

Cooper City Hall: Commissioner, Commissioner, commissioner, commissioner, commissioner, Commissioner

1349

03:12:14.660 --> 03:12:19.150

Cooper City Hall: that was vindictive, moving back. Yes, I get back.

1350

03:12:19.320 --> 03:12:28.529

moving back to item number 11, presentation and motion to approve evergreen solutions, Llc's classification and compensation study results.

1351

03:12:29.250 --> 03:12:31.670

Cooper City Hall: We have here. Please introduce yourself.

1352

03:12:32.280 --> 03:12:42.380

Cooper City Hall: Good evening. I'm Rob Williamson, the project manager for this engagement, and Mr. Mayor, Commissioner Staff. It is good to be with you again.

1353

03:12:44.280 --> 03:12:56.410

Cooper City Hall: We have a presentation queued up here that typically, I think it'll take maybe 15 min to go through the slide deck, and then plenty of time for pushing and answers.

1354

03:12:56.420 --> 03:13:08.479

Cooper City Hall: or obviously pop in at any time that that you want. The presentation that you're going to see today is very similar to one that we had with our individual meetings that we went through. I think it was a little more than a month ago.

1355

03:13:08.710 --> 03:13:20.010

Cooper City Hall: and so I'll go ahead and jump in. So the agenda just to kind of an overview a little bit of who we are, the study process. And then we're going to talk a little bit about the Compensation Philosophy.

1356

03:13:20.210 --> 03:13:49.850

Cooper City Hall: our Classification Review the Benefits review Compensation Review, and then the money slide and next steps. What remains for the engagement? Evergreen is a national public Sector consulting Company. We're operating in 47 of the 50 States. Now, we've done over a thousand Compton class studies. our footprint in the State of Florida. Here is just a sample of our Florida experience, and some of the cities and counties that we've had the opportunity to work with.

1357

03:13:49.950 --> 03:13:57.880

Cooper City Hall: the State. And then, South Florida specific experience. Just some of those wanted to provide those for you

1358

03:13:57.930 --> 03:14:03.949

Cooper City Hall: just kind of as a understanding that we do have some experience in the market in the Florida market. Specifically.

1359

03:14:04.110 --> 03:14:07.770

Cooper City Hall: the study process started with a kick off call

1360

03:14:07.990 --> 03:14:17.190

Cooper City Hall: with your project leadership team. Then we ended up making an initial data request. They're doing a comprehensive assessment of current conditions of your current pay plan.

1361

03:14:17.680 --> 03:14:38.809

Cooper City Hall: Then we came on site. I came on site in this very room, in fact, and conducted orientation sessions and focus groups with your team. And then we moved on to our job assessment tool survey, which was phenomenally supported. I mean, you had unbelievable robust participation throughout the entire organization. And then we surveyed the market.

1362

03:14:38.910 --> 03:14:50.400

Cooper City Hall: We revised the pay plan that we are bringing back to you this evening, and we're providing options for an updated pay plan. And this is the exciting part, because

1363

03:14:50.500 --> 03:15:11.579

Cooper City Hall: we really believe that this will have an amazing potential impact on your employees and in recruitment and retention. The compensation philosophy overall is just you wanted it to be competitive to market. You want it to be fair. You want to be flexible, fiscally responsible. There's been a lot of talk about budget and and numbers. And obviously, labor is a huge part of that

1364

03:15:11.920 --> 03:15:24.980

Cooper City Hall: open range pay plan consistent with what you have currently is the recommendation, and that it would be movement based on 10 your end performance, whereas right now I believe it's just performance.

1365

03:15:25.090 --> 03:15:31.730

Cooper City Hall: your participation by employees, as I said, was next level. We usually average a little more than 70%

1366

03:15:31.860 --> 03:15:46.680

Cooper City Hall: employee participation for the survey that we do. And the numbers that we had for you all were, you know, 82 for employees of all the job titles that you had, we're 91% of all job titles

1367

03:15:46.700 --> 03:15:55.249

Cooper City Hall: we received answers back for so moving into the Benefits review. We had 11 market peers that we received data from.

1368

03:15:55.370 --> 03:15:58.420

Cooper City Hall: and those are listed there on the right.

1369

03:15:59.270 --> 03:16:01.520

Cooper City Hall: you know, as a

1370

03:16:02.170 --> 03:16:05.189

Cooper City Hall: just a comparison of the benefits, data.

1371

03:16:05.210 --> 03:16:19.219

Cooper City Hall: and the benefits that you currently offer those typical service offerings that we're talking about health, dental vision. So on. The city was, you know, on a whole, a slightly ahead of the market, and the benefits package that you offer. Currently.

1372

03:16:19.250 --> 03:16:40.409

Cooper City Hall: that said there are a couple of things that you may want to consider as policymakers I'm talking about and maybe amending in the future. One thing you want to protect is definitely the employer contribution, especially for dependent care, that is becoming definitely a differentiator in the public sector and some

1373

03:16:40.510 --> 03:16:55.029

Cooper City Hall: cities and counties are using that to gain a competitive advantage over others by providing a larger employer contribution. So right now you're slightly ahead of market, as it relates to that employer contribution for dependent care. I would encourage you to maintain that.

1374

03:16:55.560 --> 03:16:58.960

Cooper City Hall: One thing that I'm recommending to

1375

03:16:58.990 --> 03:17:00.770

Cooper City Hall: our clients is.

1376

03:17:00.890 --> 03:17:03.780

Cooper City Hall: you know, after Covid. We had a lot of burnout.

1377

03:17:04.120 --> 03:17:32.109

Cooper City Hall: and we had a lot of folks that are really placing a higher level of importance on work life balance. So any time that you can align personal days. you know, giving off birthdays or adding additional holidays that would align when your citizens are not requesting services. In other words, it doesn't impact citizens. It doesn't really cost you any additional money, but it does impact positively your employees to help them with their work life balance, and they get additional time off.

1378

03:17:32.110 --> 03:17:35.780

This may be something that you want to consider as you move into the

1379

03:17:35.790 --> 03:17:37.379

Cooper City Hall: next fiscal year.

1380

03:17:37.630 --> 03:18:07.140

Cooper City Hall: I know that you vote on your holidays every year, but you may want to consider adding it holiday this year. The Compensation Outlook. Just kind of a snapshot from the Department of Labor. We're looking at private sector wage growth and the trend line. You can see that we were bouncing there right around 2.5 to 2.8, and then Covid following Covid. Everything went straight up. Given the last numbers. We can see that things are starting to taper off a little bit coming back down below 5% nationally in the way of an increase.

1381

03:18:07.140 --> 03:18:24.410

Cooper City Hall: Public sector lags the private sector. As many as you know. I've added in the benefit line here, and this shows that benefits are starting to the growth and benefits and the increase in benefits is starting to taper out if we were to extend this out one

1382

03:18:24.470 --> 03:18:38.680

Cooper City Hall: data point farther, based on the latest numbers that we received from the Department of Labor. The wage line crossed over the benefits line, it is still continuing to increase, but we anticipate that that will moderate and

1383

03:18:40.240 --> 03:18:43.989

Cooper City Hall: probably mirror what we saw from the private sector right around 5%

1384

03:18:44.430 --> 03:19:07.009

Cooper City Hall: and then return back to the trend line. The Compensation Review. We were approved for up to 20 market peers we ended up going with 22 market peers went out to market. We received data from 14 of the 22 market peers. They're highlighted for you there in bold 13 cities in one county, and we set Cooper City as the

1385

03:19:07.010 --> 03:19:19.049

Cooper City Hall: benchmark, and then adjusted for cost of living based on the county that the city would be located in for a cost of living differential. The overall market position found that

1386

03:19:19.080 --> 03:19:28.369

Cooper City Hall: Cooper City was slightly behind the market average at the minimum midpoint and maximum or slightly behind, I would say at the minimum, this is at the fiftieth percentile of the market.

1387

03:19:28.500 --> 03:19:40.290

Cooper City Hall: When I look at the midpoint, and it's it's 12 at the fiftieth percentile or the true average. If we were to look at the 60 fifth percentile of the market that's going to take it up to. I believe 16%

1388

03:19:40.640 --> 03:20:02.369

Cooper City Hall: would be where you would be at at the midpoint. Basically, the minimum is your recruitment number. When you post a job here at Cooper City. That's the minimum that you're hiring people in at the midpoint is really the number that you're looking at for retention. And that's an area of particular vulnerability for you, as employees get certifications as they get

1389

03:20:02.370 --> 03:20:11.300

Cooper City Hall: mit Ctl. And licensure. What I heard during Outreach was Trooper City is the training ground for the local area. People come in. They get hired, they get the certifications they need, and then 250,

1390

03:20:11.300 --> 03:20:34.680

Cooper City Hall: they move on to other jurisdictions. and so you can kind of see a little bit of validity to that when we're seeing a midpoint that on average is 12% behind market. Now, it's important for the commissioners to to know that when I say 12% behind market, that's your stated pay ranges. That doesn't mean that the employees annual salaries are 12% behind market.

1391

03:20:34.680 --> 03:20:41.769

Cooper City Hall: In fact, you have several instances throughout your pay plan where the actual salaries that you're paying are market competitive.

1392

03:20:41.920 --> 03:21:03.100

Cooper City Hall: So this is just what your current salary ranges are and where they fall. And then we highlighted some specific classification families. If we group trades workers together. If we group the utility classifications together, public works, positions together, if we group those together, we find that they're more than 15% behind market

1393

03:21:04.820 --> 03:21:10.770

Cooper City Hall: key considerations. no employees are recommended for a pay decrease as a result of the study.

1394

03:21:10.880 --> 03:21:23.629

Cooper City Hall: a 10 year parity, and which we can talk a little bit about in a moment, as another quick review is the recommendation that we're making that would bring all employees to a market competitive position based on overall years of service

1395

03:21:23.750 --> 03:21:28.699

Cooper City Hall: and would eliminate wage compression based on years of service and the date of implementation.

1396

03:21:29.840 --> 03:21:34.109

Cooper City Hall: It was a collaborative process throughout, including the Commissioners staff

1397

03:21:34.620 --> 03:21:44.810

Cooper City Hall: and the implementation cost, as you know, are not a write a check on day one of implementation numbers. It's these costs would be incurred throughout the fiscal year

1398

03:21:45.000 --> 03:21:51.660

Cooper City Hall: and turnover, you know, I think in 2,022 you had 20 voluntary

1399

03:21:51.680 --> 03:22:02.760

Cooper City Hall: resignations. You back that up with another 19 or 20 in 2,021. So basically, you've lost 40 employees over the course of 24 months leading into 2,023, leaving you a

1400

03:22:02.810 --> 03:22:06.509

Cooper City Hall: a turnover percentage that exceeds probably 15%.

1401

03:22:06.700 --> 03:22:29.919

Cooper City Hall: So turnover is expensive, as you know. you know, averages are for the hourly positions you're looking at about 50 of the annual salary. And if you're in those positions that are leadership, position, supervisory positions, those that would be in the middle or higher end of your pay plan there. The range can be one and a half times the annual salary for turnover

1402

03:22:31.740 --> 03:22:42.530

Cooper City Hall: key recommendations to adopt a pay plan. That would be I'm I'm describing it as simpler, with consistent pay ranges and midpoint progressions throughout between each grade.

1403

03:22:42.650 --> 03:22:55.180

Cooper City Hall: Basically, what we do is we reassign job titles, classifications into competitive pay ranges, and then we use an implementation tenure perry to place employees within those pay ranges.

1404

03:22:58.010 --> 03:23:01.749

Cooper City Hall: The cost of the plan as presented

1405

03:23:01.900 --> 03:23:04.400

Cooper City Hall: the 10 year parity

1406

03:23:04.510 --> 03:23:07.970

Cooper City Hall: for an open range pay plan, which is what you have currently

1407

03:23:08.160 --> 03:23:18.700

Cooper City Hall: would be 403,000. That includes a 2% cost of living adjustment, and it caps any individual in adjustment at $10,000.

1408

03:23:20.980 --> 03:23:23.880

Cooper City Hall: These are base salary adjusted for cost of living.

1409

03:23:24.090 --> 03:23:34.599

Cooper City Hall: the step plan. Option would be an additional, roughly 120,000, and for 10 year, parity, 6 and a half percent of payroll.

1410

03:23:37.340 --> 03:23:45.440

Cooper City Hall: The next steps would be for the Council to adopt an implementation option that would be consistent with your budget.

1411

03:23:45.570 --> 03:23:57.020

Cooper City Hall: then we will update the job descriptions to make sure that they are compliant with Flsa. That they accurately reflect the essential functions that are being performed by staff.

1412

03:23:57.130 --> 03:23:58.590

Cooper City Hall: We will train

1413

03:23:58.710 --> 03:24:00.460

Cooper City Hall: staff.

1414

03:24:01.050 --> 03:24:24.139

Cooper City Hall: Lord us! To make sure that knows how to maintain the plan going forward. If you add new positions, if you have new reclassifications, new job titles, you wish to add you want to expand career ladders, for example. we will show her how to do that and maintain the plan moving forward. And then we'll basically write a book. We'll remor, memorialize everything we've done for you and provide draft and final reports with the study findings.

1415

03:24:25.900 --> 03:24:32.030

Cooper City Hall: And I'm gonna slip back to grab my water real quick, and then answer any questions that you may have. Thank you very much.

1416

03:24:32.800 --> 03:24:35.200

Cooper City Hall: and we will begin with Commissioner Green.

1417

03:24:36.850 --> 03:24:47.230

Cooper City Hall: Thank you. Mayor Ross. and Mr. Williamson. Thank you. for being here this evening. but more importantly, for the work that you've provided to this to the city and to the staff.

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03:24:47.250 --> 03:24:58.109

Cooper City Hall: I know that. when when I was on the Co. Video Conference call with you in the department heads and the Atlant City manager, you provided

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03:24:58.410 --> 03:25:04.180

Cooper City Hall: this information. I do appreciate it. and what I said then is what I'm gonna say now.

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03:25:04.260 --> 03:25:20.679

Cooper City Hall: based on the work that you provided to the city, and based on the conversations that I had with the staff. doing that doing that. A conversation I told, and I let me let me preface this by saying what I said the staff

1421

03:25:20.860 --> 03:25:27.290

Cooper City Hall: a year ago, or whenever we had embarked on the pay this Comp study plan.

1422

03:25:27.340 --> 03:25:48.119

Cooper City Hall: I said, and I don't speak for anybody else up here. But what I said was, The thing that's important to me is I wanted to make sure that whatever came back in terms of the Comp. Study, whatever it came back, if it if it wanted that the city we needed to do more to in support of our employees. I was going to support that.

1423

03:25:48.210 --> 03:26:06.799

Cooper City Hall: What you did this evening was you provided us with information that says to this commission that we there's more to be done in support of our employees. And so what I said to you all, then I'm going to say publicly that I am going to support

1424

03:26:06.870 --> 03:26:11.319

Cooper City Hall: the open brains, the the, the play, the the pay plan

1425

03:26:11.430 --> 03:26:13.289

Cooper City Hall: at the 10 year parity.

1426

03:26:13.450 --> 03:26:36.649

Cooper City Hall: because what what I've heard you say tonight is that it brings our employees this open range pay plan. It brings all of our employees into the into the into proposed play pans play pay plans at the moment at the minimum range, and it is just where we need to adjust it.

1427

03:26:37.020 --> 03:26:49.990

Cooper City Hall: I truly believe that We have got to make sure that when it comes to our employees

1428

03:26:50.020 --> 03:26:54.450

Cooper City Hall: who are the backbone of the city who make this city go.

1429

03:26:54.600 --> 03:27:15.789

Cooper City Hall: And I've said this, Mr. Williamson. I said this to you, and I've said it to the staff that elected officials come and go. But it is your employee base, that is here day in and day out, and they conduct the work that needs to be done on behalf of every resident and on behalf of every business entity here, and so

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03:27:15.790 --> 03:27:24.990

Cooper City Hall: I would not. I would be doing them a disservice if I did not support them here this evening. So I'm going to be supporting this open range

1431

03:27:25.210 --> 03:27:26.320

Cooper City Hall: pay plan.

1432

03:27:26.390 --> 03:27:32.550

Cooper City Hall: and I certainly hope and encourage my colleagues to to do the same.

1433

03:27:32.680 --> 03:27:41.959

Cooper City Hall: we want to continue to make Cooper City some place special, not only for our residents, but for our staff.

1434

03:27:42.170 --> 03:27:46.809

Cooper City Hall: you know I'm I'm a year and a half out before I'm termed out.

1435

03:27:46.820 --> 03:27:51.230

Cooper City Hall: but I want to make sure that it's not lost on me

1436

03:27:51.280 --> 03:28:05.349

Cooper City Hall: the hard work and the sacrifices that that our employees put forth every day on behalf of this, the city, and you know what they we need to take care of, that's all I have. Thank you, Mayor.

1437

03:28:07.270 --> 03:28:14.840

Cooper City Hall: Where would you like to start, sir? At the top? It's up to you. Where would you like to start?

1438

03:28:16.400 --> 03:28:22.500

Cooper City Hall: It's up to you what? What other questions I can try to answer for you. Okay, let's start with.

1439

03:28:24.820 --> 03:28:31.850

Cooper City Hall: did you guys take into consideration the did you guys review the logs that the employees fed out for 6 weeks. No, sir.

1440

03:28:33.280 --> 03:28:40.799

Cooper City Hall: let's talk about holidays. Your recommendation is that we? Well, first, it says we have 11 holidays.

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03:28:41.250 --> 03:28:45.850

Cooper City Hall: and you're recommending that. What's the recommendation? We go to 12.4.

1442

03:28:46.620 --> 03:29:03.039

Cooper City Hall: The recommendation would be that you would consider adding additional holidays and or personal days. no specific number in mind right now, if you were to look at where you fair to market, you're slightly behind what the market averages and

1443

03:29:03.250 --> 03:29:10.349

Cooper City Hall: not passing judgment, just offering a yeah, not the past judgment. I don't know where you got the numbers from, but this isn't accurate.

1444

03:29:10.790 --> 03:29:21.120

Cooper City Hall: The what you have listed here is inaccurate. We actually have. I think it's for our personal manual 12 holidays, sometimes with a thirteenth depending on

1445

03:29:21.330 --> 03:29:26.830

Cooper City Hall: when Christmas Eve falls, and then, addition to that, we have, we give 2 personal days.

1446

03:29:26.870 --> 03:29:29.629

Cooper City Hall: So we're at 14, sometimes 15.

1447

03:29:31.220 --> 03:29:37.480

Cooper City Hall: Is there any way to explain that? I guess you were given the data by somebody who at City gave you the data.

1448

03:29:39.750 --> 03:29:49.799

Cooper City Hall: We got the data from Staff. But do you know, if it was at the Hr. Department that's on me. If that's inaccurate and it's a 11, then that's on me, and we'll get that corrected. If

1449

03:29:49.870 --> 03:30:09.869

Cooper City Hall: yeah, if that number is not correct. Then. I'm wondering if we should lower the amount because you said the average is 12.4, and it looks like we're at 14 to 15 sometimes, so should we lower if

you wanted to be behind the market and be at a competitive disadvantage, then I guess you could. That wouldn't put us behind. That would put us on market. Right? You said 12.4 is market.

1450

03:30:10.630 --> 03:30:19.890

Cooper City Hall: I said. 12.4 is what the average is. Currently, if you look at the folks that were surveyed, yeah. And and also the team you worked with, do you know who that team was?

1451

03:30:20.850 --> 03:30:22.890

Cooper City Hall: You you mean with Cooper sitting. Yeah.

1452

03:30:22.910 --> 03:30:35.490

Cooper City Hall: yeah. I mean as part of the engagement we were designated to have a project manager that we would be interacting with primarily. That was Loris. And then, at the time the former city manager as well.

1453

03:30:36.310 --> 03:30:46.150

Cooper City Hall: Okay with our department directors involved in that. toward the end of the process. absolutely had individual meetings with the department directors as well.

1454

03:30:47.510 --> 03:30:52.600

Cooper City Hall: Once the data had already been comprised, and and you came up with a conclusion. Right?

1455

03:30:52.970 --> 03:31:02.569

Cooper City Hall: I I mean, once the solution file. At first draft of the solution file was created. it certainly wasn't finalized at that point.

1456

03:31:04.040 --> 03:31:12.719

Cooper City Hall: You see, I have a problem, because it appears to me that the direction we gave wasn't followed. It looks like certain people

1457

03:31:13.910 --> 03:31:21.890

Cooper City Hall: directed this to go in a certain way. So you know there's there's a reference as to directors not being paid within.

1458

03:31:22.290 --> 03:31:29.729

Cooper City Hall: You said more than 15% behind market class. I think that was your your words. But you didn't take any consideration benefits

1459

03:31:29.970 --> 03:31:31.400

Cooper City Hall: and that number right?

1460

03:31:31.890 --> 03:31:43.500

Cooper City Hall: It's just base salary, correct. We didn't. So so we recently moved the directors from regular Fs to senior management Frs. Which cost us 20, probably 20% increase

1461

03:31:43.830 --> 03:31:45.490

Cooper City Hall: as an incentive

1462

03:31:45.760 --> 03:32:02.409

Cooper City Hall: to for retention. But then we end up getting a thing saying they're 15% under pay. But we don't take into consideration that category. And yes, you guys are a little high on the, on, on the benefits. But we don't really take that into consideration. We're coming up base pay, and you're under on your holidays. But it turns out you're over on your holidays.

1463

03:32:02.510 --> 03:32:07.220

Cooper City Hall: So these are just things that bother me when I look at this holistically.

1464

03:32:07.320 --> 03:32:12.989

Cooper City Hall: And it's not your fault. It's the data you're given. But it really makes me question the validity of it.

1465

03:32:13.760 --> 03:32:20.239

Cooper City Hall: The way this item even appears on our agenda says us to go ahead and approve, but it doesn't say what to approve.

1466

03:32:21.260 --> 03:32:28.210

Cooper City Hall: There's an option. There are options in the report. Where, on the agenda, the 2 recommendations, where? Where? On the agenda?

1467

03:32:28.330 --> 03:32:48.329

Cooper City Hall: No, not on the agend. This goes back to what are you asking us to do? And and we start talking about this tenure parity recommendation. So number one, we brought up wanting to have a step

plan, because what what was happening is certain people kept getting increases in their pay, or they got hired new, and they were starting higher than others. But the regular employees

1468

03:32:48.420 --> 03:32:55.989

Cooper City Hall: that don't complain or don't aren't in a position to advocate, for they weren't increasing because they were in the open pay scale. So

1469

03:32:56.080 --> 03:32:59.300

Cooper City Hall: you have. You have someone who starts off at a hundred dollars.

1470

03:32:59.310 --> 03:33:09.109

Cooper City Hall: And and then, 5 years later, we hired someone else. We say, Oh, the mar, it's inflation. It's tired. We got to increase the open pay scale, paying more right? Pay them 150,

1471

03:33:09.370 --> 03:33:17.780

Cooper City Hall: and then we go. Cola, give them all increase. So the one person 100 bucks just goes up the proportion for the person just got hired. We did not give the call to the person just got hired.

1472

03:33:17.890 --> 03:33:31.019

Cooper City Hall: and we also authorize city manager to pay up to 40% more on certain positions. $4 more an hour on part time positions tell us this, this comps that he comes back because we are waiting. We are understand they are underpaid

1473

03:33:31.190 --> 03:33:31.850

Cooper City Hall: because

1474

03:33:31.950 --> 03:33:46.479

Cooper City Hall: for some reason they kept forgetting the part-timers in in that evaluation. But then your report comes and says we don't have any recommendations to lower any pay. When we specifically said, We're going to temporarily pay this until the report comes in. If it recommends lower than we'll lower it. You remember that you even said

1475

03:33:46.580 --> 03:33:59.090

Cooper City Hall: you set up here and said, doesn't mean we can't go down if we's somebody being overpaid. So and it's not your fault. But where is the recommendation? Come in that we're not going to go ahead and lower anyone's pay, even if they're overpaid.

1476

03:33:59.780 --> 03:34:07.869

Cooper City Hall: Yeah, I think what we found is that as it relates to your salary ranges. I think all of them were behind market to some degree.

1477

03:34:08.100 --> 03:34:17.580

Cooper City Hall: So what they're actually being paid or or their basis because you said that when you looked at those percentages, it was based off the basis. Not necessarily what they're actually being paid. Right?

1478

03:34:17.670 --> 03:34:18.990

Cooper City Hall: Yeah,

1479

03:34:19.970 --> 03:34:30.510

Cooper City Hall: I think that if somebody is quote unquote over paid, Commissioner. That's more subjective in nature. Then, you know, that's not a determination that that we would be making

1480

03:34:30.640 --> 03:34:36.439

Cooper City Hall: And and you're right about the step plan. I remember that before we started with the engagement I

1481

03:34:36.670 --> 03:34:40.309

Cooper City Hall: was on a zoom call, and I told you that

1482

03:34:40.540 --> 03:34:47.660

Cooper City Hall: you know you had requested. We give a step plan, option. So that's why we included a step plan, option. but the one part about

1483

03:34:47.770 --> 03:35:10.989

Cooper City Hall: the folks on the lower end of scale not being progressed. I I believe that your pay plan progresses. All employees based on their annual review. There's a like a one to 4% increase that would be awarded, based on how their annual review goes, and actually 0 to 4 0 to 4. So that is regardless of the employee.

1484

03:35:11.310 --> 03:35:16.530

Cooper City Hall: So we'll we'll we'll go to that. And so basically, in the in the history of of the city

1485

03:35:17.330 --> 03:35:24.549

Cooper City Hall: income or or salary increase based off of merit, not tenure so we could get higher the same time.

1486

03:35:24.660 --> 03:35:44.679

Cooper City Hall: and 10 years later one has got no increase unless the base went up because of a cola, the other one could be up here. Well, the the issue with coming in, and my opinion in in taking care of what we call compression, which would be somebody here and someone here and wiping that out. However, you're gonna do that with an adjustment, is it? Wipes out

1487

03:35:45.390 --> 03:35:58.219

Cooper City Hall: merit and it and you switch over. You're literally switching from a a merit based system to a tenure based system which is maybe okay. If that were the rules, but I would be upset if if I had hit my merit base

1488

03:35:58.370 --> 03:36:04.370

Cooper City Hall: every year, and my colleague, who hasn't. And now my colleague is going to come up just based off a tenure. So.

1489

03:36:04.490 --> 03:36:13.460

Cooper City Hall: and I shared with this, I think that's a fundamental policy. This is the Commission has to make. Do we? Are we going to switch from a merit-based system to a tenure based system.

1490

03:36:13.950 --> 03:36:22.099

Cooper City Hall: or at least to do this compression thing. I I I think that's first a decision we have to make. and it's a policy decision.

1491

03:36:23.760 --> 03:36:34.499

Cooper City Hall: I would. I would think that you would have employees would be very upset also. Why do we have compression? You have to look at that. It's hard for you to look at that right? Because you you're just pulling data and and years of service that I imagine the ceiling

1492

03:36:34.700 --> 03:36:59.450

Cooper City Hall: figures you pull in right. How do you determine compression? How we look at compression is the relationship to a supervisor salary? Or it might be the relationship of, as you say, the time. you just got hired, and you're getting paid 16 bucks an hour in your position, and I'm in a same position. I've been here 4 years, and I'm making 1650 an hour, or in some cases I might be making the same.

1493

03:36:59.910 --> 03:37:06.780

Cooper City Hall: what ten-year parity does is it separates those employees based on years of service to where

1494

03:37:07.250 --> 03:37:30.280

Cooper City Hall: you would not have that compression exist based on tenure. And I could see your point about how that would seem like it might be a policy. Change. The question I would recommend that the Board consider is as it relates to those performance reviews that you have every year. How often does an employee not get an increase as a result of that annual review?

1495

03:37:30.740 --> 03:37:43.600

Cooper City Hall: I I I wish I knew that answer that would. And I don't know, because I guess what I'm getting at is that that you probably have a de facto tenure system in place, now that every employee, as a result of their annual review, gets moved forward.

1496

03:37:43.820 --> 03:37:45.369

Cooper City Hall: And and so.

1497

03:37:46.590 --> 03:37:54.060

Cooper City Hall: for lack of a better way of seeing, you're kind of operating as a 10 Year Plan, you know, every year they get moved forward. Okay.

1498

03:37:55.400 --> 03:37:56.300

Cooper City Hall: it's

1499

03:37:57.190 --> 03:38:07.689

Cooper City Hall: to me the problem with it is not in concrete. We're in this purgatory, because what we did was we had a we had a 10 year plan that would not an open pay scale.

1500

03:38:07.790 --> 03:38:09.500

Cooper City Hall: but you would go up

1501

03:38:09.530 --> 03:38:18.669

Cooper City Hall: on the steps based off of I shouldn't say, take that. What out a merit one you will get. So we had a step plan, and you were going up based off of your tenure merit increases which

1502

03:38:18.850 --> 03:38:20.270

Cooper City Hall: could probably somewhat

1503

03:38:21.620 --> 03:38:30.779

Cooper City Hall: look like or be de facto tenure that got erased when they switched this open pay plan. And now people are being hired at higher amounts.

1504

03:38:31.790 --> 03:38:46.160

Cooper City Hall: Yeah, I would argue that they're being hired. And we're seeing this with a lot of cities and counties, Commissioner, that folks are being hired in at higher ends of the range or at higher salaries, just because the market, as you saw from the slide in there that it's, you know, it's straight line up

1505

03:38:46.180 --> 03:38:57.679

Cooper City Hall: from 2% on average up to 5 and a half. And now we're approaching 6. And so we have those instances where, if you want to fill an open position, especially given the extraordinary turnover you have.

1506

03:38:57.770 --> 03:39:09.389

Cooper City Hall: you're gonna have to pay a higher wage. And that's where that wage compression kind of takes place. So our turnover isn't isn't high in government for government. I I don't believe our our percentages are high for government.

1507

03:39:09.830 --> 03:39:20.120

Cooper City Hall: One of the employees and only one of them was a retirement. out of 150 employees is I I would I would definitely put that on the higher end of the range in 12 months.

1508

03:39:20.370 --> 03:39:28.320

Cooper City Hall: Statistically, statistically, it doesn't come out higher. But that's okay. We won't argue that now. Another issue you may have right

1509

03:39:28.490 --> 03:39:31.499

Cooper City Hall: is the fact that we switch the Frs.

1510

03:39:31.880 --> 03:39:42.160

Cooper City Hall: Does that increase that? Or I think it? It does in it go through right? Because before, if you switch, you lost years of vesting right now, you could just switch your job for more money

1511

03:39:42.670 --> 03:39:55.570

Cooper City Hall: without any consequence you could change. So maybe that accounts I don't. I don't know what the compression is or why it was created. but I'm just not. I I'm uncomfortable, just adopting something

1512

03:39:57.180 --> 03:39:59.389

Cooper City Hall: without us actually having the

1513

03:40:00.240 --> 03:40:09.919

Cooper City Hall: the foundation established, and that's what I was seeking for. This was establishing the foundation. Now, I don't know if I I whole hardly believe when you go back to a step plan.

1514

03:40:10.140 --> 03:40:21.519

Cooper City Hall: and and I believe that I don't know how you you equate that. Do you look and see on the pars the personal action reports. Okay, this person's had X amount of I don't know how you recreate the steps they would be at

1515

03:40:22.020 --> 03:40:39.229

Cooper City Hall: without using their merit increases as opposed to 10 right? 10 years an easy way, right? But do we want to fundamentally adopt switch our system so not to use Pso as an example again, but but a a deputy sheriff gets paid the same base off the years of service. There's nothing to do with your merit.

1516

03:40:39.250 --> 03:40:51.749

Cooper City Hall: and that's the system they have. So everyone that's 10 years gets paid 10 years. Well, we've had for 25 years a merit based system, and if you didn't perform, you weren't going to get your increase, and for us just to switch over.

1517

03:40:52.370 --> 03:40:55.249

Cooper City Hall: I would be upset as an employee, had I?

1518

03:40:55.290 --> 03:41:02.149

Cooper City Hall: I I'm now making equivalent to you know, my co-worker, because it years of service.

1519

03:41:02.170 --> 03:41:05.960

Cooper City Hall: All that they haven't so like to me. There has to be some type of

1520

03:41:07.170 --> 03:41:20.000

Cooper City Hall: I I I think you can create a lot of morale issues. I I know if me and Lisa were sitting next to each other for all these years. and also she's gonna make the same as me. I'd be upset because obviously, I you know me, I'd have a higher, you know. More merit somewhere. Right?

1521

03:41:20.020 --> 03:41:23.759

Cooper City Hall: So But I just don't.

1522

03:41:26.760 --> 03:41:29.350

Cooper City Hall: I'm not.

1523

03:41:30.770 --> 03:41:32.730

Cooper City Hall: I don't like the data.

1524

03:41:34.160 --> 03:41:42.489

Cooper City Hall: not necessarily because of you, but the way it fits into our situation I was hoping, and this is not a reflection to you, because somebody drew up a scope right

1525

03:41:42.580 --> 03:41:51.299

Cooper City Hall: that we would have more of a holistic. I was hoping our Hr. Department would take more of a holistic approach to identify

1526

03:41:51.430 --> 03:41:55.650

Cooper City Hall: the red herrings in the issues we had.

1527

03:41:55.760 --> 03:41:58.140

Cooper City Hall: and and and try to address that.

1528

03:41:58.230 --> 03:42:10.889

Cooper City Hall: and then use maybe your company. I I I don't know. You know what I mean. You just can't run a 10 year thing and say, Hey, this is the the the true up and fix, because at the end of these people are going to be upset if if they they play by the rules, they've got all the you know

1529

03:42:10.970 --> 03:42:24.509

Cooper City Hall: the merits, and and they come out. There's other things to be honest with that. Bother me when I see things about the direct paying the directors money at night. Like to me, I'm thinking. Okay, well, the directors are the one who obviously you spoke with a director. Right? You weren't working with

1530

03:42:24.910 --> 03:42:30.170

Cooper City Hall: you. You had a conversation about compensation compensating people for commission means right. And so, aside from Bill.

1531

03:42:30.270 --> 03:42:41.420

Cooper City Hall: everybody who comes to these things are 10. I'm in our salary, right? And I'm thinking, hmm, we just gave them. We just moved them to Frs senior management, which is a 32%.

1532

03:42:41.630 --> 03:42:58.869

Cooper City Hall: Yeah. you know, cost of to us. of their salary. And now you want to talk about, you know, compensating a more to personally, I I was offended by that right, I'm thinking. I really was hoping that this study was going to help the

1533

03:42:59.230 --> 03:43:10.139

Cooper City Hall: low person on the total poll. Because what's happened? They it's not like this is our first comedy. They had one in 16, I think they had one in 18, and they had updates. What we found out was some of the people we're not being

1534

03:43:10.250 --> 03:43:26.209

Cooper City Hall: adjusted at all, you know we we had. We had part. Timers are going to be paying $9 an hour. I mean that we agree. That's absurd. And they say, Oh, well, they got skip. They got skip. But it always seems like these director spots and these other supervisors, but they get reevaluated every single year. You know.

1535

03:43:27.800 --> 03:43:29.290

Cooper City Hall: I I don't know how

1536

03:43:29.300 --> 03:43:53.150

Cooper City Hall: I'm talking at you, because I know this isn't your issue. No, these are all good points and good concerns and good things to talk through. I mean. This is how you develop policy. and and look. The no pay plan is perfect, right? I mean, we could have brought forward compa ratio, which is another implementation option which protects those performance gains. But the cost is 1.3 million dollars.

1537

03:43:53.150 --> 03:44:12.639

Cooper City Hall: First of all, and second of all, it doesn't solve any wage compression issues. And so when we were here for outreach, it's like, I don't want to suggest that this is the best, worst option, Commissioner, but your points are valid. I understand what you're saying. I don't want to diminish them. You've had a merit based system where you're evaluating the merit of employees every year. But

1538

03:44:12.660 --> 03:44:26.839

Cooper City Hall: as it relates to a step plan, you know, the one that you had in 16 was, you're going to move employees based on their annual review, 2.5%. That's that's what they could get. you know, because the step was 2 and a half so they could move a step.

1539

03:44:26.890 --> 03:44:28.800

Cooper City Hall: That's very restrictive.

1540

03:44:28.890 --> 03:44:34.280

Cooper City Hall: What this plan does, what you currently really have, the open range plan that you have currently.

1541

03:44:34.300 --> 03:44:47.300

Cooper City Hall: if you keep that employees can go between one and 4 or 0 and 4. Again, it's still based on their annual performance. Review, the same as the step plan, but it cost you a hundred $25,000 less.

1542

03:44:47.380 --> 03:45:02.119

Cooper City Hall: and it provides you more flexibility that if you have somebody that maybe you're not quite ready to put them on a personal improvement plan like they're not out the door. But you're like, okay, we could do one and a personal improvement plan for you.

1543

03:45:02.310 --> 03:45:10.630

Cooper City Hall: And then you have the high performer that you want to reward, and you want to retain. You know you might want to give them the full 4. You have the flexibility to do that

1544

03:45:10.810 --> 03:45:17.359

Cooper City Hall: in the step plan as it was presented, and what you had before you, you really wouldn't have that opportunity.

1545

03:45:17.410 --> 03:45:30.389

Cooper City Hall: I think if you got above step 5. If you got above the midpoint that required Hr. City manager and your approval. And in this market, moving this fast, if you have things that slow down the flexibility of staff and your leadership team.

1546

03:45:31.140 --> 03:45:40.300

Cooper City Hall: that that's going to put you at a competitive disadvantage which I agree with that. But at the same time, I want something uniform, so like, what's happened sometimes is,

1547

03:45:40.480 --> 03:45:48.650

Cooper City Hall: you know, I I hate to say, like our ours. Okay, I'm an example. Our secretary is paid like $80,000 a year, and the 10 years. Not a lot of

1548

03:45:48.670 --> 03:46:15.479

Cooper City Hall: right. So I understand. Like certain position. You you you can't. You have to bring them in at a higher amount. Right? That's a real like a building inspector. You don't get to start them off at base pay. Not? No, no, because there, there's a few of them. They they moonlight. They have all these jobs. So everybody one of you, you have to start them higher. So in in directors, maybe, but like usually like a sectoral position, you don't. You wouldn't think about bringing a secretarial position in at top down like that's not common, right?

1549

03:46:15.490 --> 03:46:33.519

Cooper City Hall: But what ends up happening? I I I don't know that to have been common like you is that in your experience is that common for government to bring you in in a secretarial position without

the Max of the range. We have clients to do that, but it's because the ranges have not been updated. And so like what you're talking about with.

1550

03:46:33.780 --> 03:46:43.049

Cooper City Hall: you know, directors getting increases or recommended for increases. and that that doesn't factor in the changes that the Commission just approved.

1551

03:46:43.250 --> 03:46:51.709

Cooper City Hall: That's because the numbers that we're showing you in the market position that we're showing you is based on base salary. So that administrative assistant that you're talking about.

1552

03:46:51.840 --> 03:46:55.630

Cooper City Hall: we have established a new competitive pay range for them.

1553

03:46:56.040 --> 03:47:02.109

Cooper City Hall: the same as we have for an assistant utility director position or the assistant public Works director.

1554

03:47:02.980 --> 03:47:09.509

Cooper City Hall: Now, the key is, how do we want to move those employees into those new market competitive pay ranges.

1555

03:47:10.060 --> 03:47:23.449

Cooper City Hall: We didn't really have all of the tenure parity options that I would like. because, historically, Cooper City has not recorded the amount of time that an employee has been, and their current job title.

1556

03:47:23.510 --> 03:47:33.229

Cooper City Hall: As I understand it, this is something that's just been the historical ABC's of Cooper City. We know when they started here, but we don't know when they moved into their new job title. So because of that.

1557

03:47:33.580 --> 03:47:58.710

Cooper City Hall: as it relates to the parity options that we have, or ones that could fix wage compression. We really only had 10 year parity at our disposal. So correct you could have been this, you know, a secretary for 20 years here, but 2 years ago. You switch to, you know, Director, and we're looking at the amount of years you've been with the city. But we don't know. And we we have the data. We just

1558

03:47:59.070 --> 03:48:17.169

Cooper City Hall: maybe you don't have it electronically, because every time they do it they do a par. So they would have to look at the pars, put it in. I don't know how they keep them. I imagine they don't keep them an in an excel sheet or the data wasn't put into adp. But these are the things that I know. It sounds like we're nit picking. But at the end of the day, and I'm fully we get really upset because they notice

1559

03:48:17.280 --> 03:48:29.410

Cooper City Hall: like like we had. Your. Your questions are longer than this presentation. But there is a good thing. Now we we had. We had 1 point right. We had a an Admin specialist

1560

03:48:29.700 --> 03:48:33.300

Cooper City Hall: being paid higher than the senior admin specialist who had

1561

03:48:33.320 --> 03:48:43.640

Cooper City Hall: double the amount of years of service. And it was like, Oh, they just brought her in, and those. And you know how upset I'd be if I'm like, Okay, I've been here 15 years. She's been here 3 years. I'm in the higher position

1562

03:48:44.050 --> 03:49:03.579

Cooper City Hall: in this person, and I'm being paid, and and that's a prime example of what tenure parity would fix it would correct that exact example that you're talking about. But that's the open pay plan. That's the problem with the just outright open pay plan, letting you hire someone at any any spot, because that's what they said. So we fix it today. And then the next time they hire the next second to go. You get the high end.

1563

03:49:03.580 --> 03:49:14.079

Cooper City Hall: and that that's what happened. You know. I I would hope that how you place in new employees into the pay plan. Whether it's a step plan or whether it's an open range plan is based on

1564

03:49:14.610 --> 03:49:26.039

Cooper City Hall: their experience that they bring, or a policy of this board that says, you know, you're going to bring everybody into the minimum of their range. You wouldn't just automatically bring somebody in at the midpoint. But I would think that

1565

03:49:26.110 --> 03:49:39.119

Cooper City Hall: because of the size city you are, you're going to want to value outside experience. because, you know, you're not going to be able to bring everybody in at step, one or at the minimum and have them work their career and work.

1566

03:49:39.290 --> 03:49:50.760

Cooper City Hall: and that there lies the issue. So what's what happens when you don't have a ball. From that there's no policy. So so the manager does not have authority to move somebody to give someone a 10% raise. But if they quit

1567

03:49:50.980 --> 03:49:58.439

Cooper City Hall: and they reapply, you could start them higher than that, that 10%. How does it make any sense? Because when you switch the open pay plan, but you didn't fix any of our policies.

1568

03:49:58.650 --> 03:50:00.249

Cooper City Hall: It allowed the

1569

03:50:00.300 --> 03:50:05.150

Cooper City Hall: they allowed the manager to to select where in that payment pay plan. They would start.

1570

03:50:05.470 --> 03:50:13.169

Cooper City Hall: but he couldn't just move them up. And in what we see this, that's not a pay plan type specific.

1571

03:50:13.210 --> 03:50:18.510

Cooper City Hall: a correction that we need to be made, whether it's a step plan or whether it's an open range plan. If the

1572

03:50:18.660 --> 03:50:26.849

Cooper City Hall: you know, leadership has the ability to hire people into the higher rate. It would just mean there's what I'm trying to say is, the policies are written based off the step plan that was there.

1573

03:50:27.880 --> 03:50:34.960

Cooper City Hall: Oh, okay, and and they haven't been readjusted. And but you switch right over to an open pay plan. So your policies, don't

1574

03:50:35.210 --> 03:50:43.189

Cooper City Hall: you know, and and I understand that might not be you, but it is Hr. Hr. You know our our policy manuals from 2,015.

1575

03:50:43.780 --> 03:50:54.279

Cooper City Hall: They got rid of the step plan in 2,016. So what was happening is the manager could literally hide, quit, and come back, and I could put you higher, but I couldn't move you up.

1576

03:50:54.990 --> 03:50:56.490

Cooper City Hall: And and so.

1577

03:50:56.600 --> 03:51:02.729

Cooper City Hall: holistically, I have a problem with just adopting something because it doesn't solve our problem

1578

03:51:03.000 --> 03:51:06.250

Cooper City Hall: doesn't fix our issue. It's not giving us

1579

03:51:06.570 --> 03:51:19.489

Cooper City Hall: equity and fairness. But, Commissioner, if I might, I would add, and and I don't you know I I will say that you know the 10 Year parity does address some issues within the pay system that do exist.

1580

03:51:19.530 --> 03:51:29.610

Cooper City Hall: How does it? Let me give you a specific example. We have a position that's a rank and file position, not a department head or assistant department.

1581

03:51:29.880 --> 03:51:40.400

Cooper City Hall: We've got 3 employees in that classification. One's been here roughly 4 years. One has been here 15 years, and one's been here 20 years.

1582

03:51:40.770 --> 03:51:54.279

Cooper City Hall: The 4 your employee, the 15 year employee. Let's in. In talking with the the the department had both good employees, right? Not not habitual performance issues, etc., etc., etc.

1583

03:51:54.420 --> 03:51:56.250

Cooper City Hall: The one

1584

03:51:57.300 --> 03:52:02.240

Cooper City Hall: the one that's been here 4 years is at a salary of roughly 55,000.

1585

03:52:02.460 --> 03:52:10.410

Cooper City Hall: The one who's been here 15 years is at 57,000. So there's only $2,000 separation

1586

03:52:10.430 --> 03:52:28.269

Cooper City Hall: between 2 folks. One's been here 15 years. One's only been here 4 years. That's an example specifically of compression and the benefit of of tenure parity. In addition to that, we have a lot of positions, just as a newcomer coming in. We have a lot of positions that are

1587

03:52:28.460 --> 03:52:49.970

Cooper City Hall: to So to the presenters. We'll stay on the way that I'm sorry just for 1 s, if I could. We. We also have a lot of folks that are at the High end or maxed out in our pay range related to where we're at, and I don't know the exact numbers, but literally Just in the first few weeks I've been here there've been 2 or 3 examples where folks are at the Max.

1588

03:52:49.970 --> 03:53:19.009

Cooper City Hall: They're not at the midpoint. They're at the Max, and I'm not the expert, but I've been around some of these, you know, we in in general, you should not have employees at the Max point you know, large scale, and we have again. I've I've seen just several in the first few weeks I've been here where they're already at Max, and these aren't folks, probably because they were brought in, you know, at a market rate, and that the pay ranges in general are not up to that market piece. But there are there are pieces. I I I would agree there. There's no.

1589

03:53:19.150 --> 03:53:39.629

Cooper City Hall: there's no silver bullet in any of these presentations, you know, and the Compton class piece in general is, you know, it's it's a work in progress, and I think you know it. That is a proposal, the tenure parity at least that is economically feasible, and is a step, at least in in a right direction.

1590

03:53:39.630 --> 03:53:49.960

Cooper City Hall: And there's a lot more to that. And I agree with you. A Commissioner shatter one of the things I I talked about with our staff is we should have a compensation philosophy as part of the overall budget process.

1591

03:53:49.960 --> 03:54:10.289

Cooper City Hall: I'm sure Rob seen that in other places I'm used to it as well. It sets the tone for what the Commission expects related to the compensation philosophy, and it also allows the the the staff to know what is the philosophy on an annual basis. So your example of the 57 and 55. So you saying that the is a 55 over P. Paid, or is it 57 under paid?

1592

03:54:10.470 --> 03:54:24.160

Cooper City Hall: That's the issue. So so the the tenure parity model, right? it's not. It's not addressing that. It's it's just you you've got because of the compression we're going to. We're going to give you more. That doesn't fix the problem. Maybe the 55 was brought in too high.

1593

03:54:25.120 --> 03:54:26.980

Cooper City Hall: Maybe neither is overpaid.

1594

03:54:28.820 --> 03:54:34.210

Cooper City Hall: Well, it it can be 2 could be. But he's saying there's an issue, said one must be an issue with one of them right?

1595

03:54:34.640 --> 03:54:43.820

Cooper City Hall: Well, I think it's just the fact that fundamentally they've been working at the organization 1 15 years and 1 4 years, and yet their salary is so close together.

1596

03:54:44.030 --> 03:54:55.419

Cooper City Hall: That would be indicative of the fact that the person that's been here 15 years has not been progressing as they should in their range, and or the person at 4 years got hired it too much.

1597

03:54:56.330 --> 03:55:05.799

Cooper City Hall: or was, have the hired at the market rate so you could fill the position, but we don't necessarily need to be. It was too much, you know. It might just been. That's what you had to pay, but it it is. It is

1598

03:55:05.890 --> 03:55:13.060

Cooper City Hall: in the It's an anomaly on a lot of these positions that we don't have. We're not able to fill them. Most of them we're able to film.

1599

03:55:13.580 --> 03:55:27.629

Cooper City Hall: I mean, we, we, we average, we no, that's not accurate money. No, it's not. It's it's not accurate, either, that we short term period of time, and they're moving on as a Comp. I I would argue that most of the of the of the turnover was actually because of management, and nothing would pay

1600

03:55:28.380 --> 03:55:34.419

Cooper City Hall: well. That may be entirely true, but the end result management. And or

1601

03:55:34.910 --> 03:55:45.170

Cooper City Hall: there were other things articulated in outreach as well, that we're not management related, but bottom line. That was there management stuff related articulated.

1602

03:55:46.640 --> 03:55:55.239

Cooper City Hall: If if I'm being honest there, you know, I read the exit interviews, and there were a few comments about

1603

03:55:55.280 --> 03:55:58.180

Cooper City Hall: management, but some comments.

1604

03:55:58.230 --> 03:56:20.329

Cooper City Hall: and this is not unusual may have been about the Commission, which would be management pay, which essentially would be management, because if they complain about the Commission, and we don't have any direct control over them, that means the management is not doing a good job of of, you know, communicating with them, because, you know we don't. We don't go, or perhaps the Commission has has has was engaged in

1605

03:56:20.360 --> 03:56:25.150

Cooper City Hall: in.

1606

03:56:25.330 --> 03:56:30.560

Cooper City Hall: It's the right word I'm looking for here. engaged in practices

1607

03:56:30.750 --> 03:56:51.509

Cooper City Hall: that prevented or prohibited the city manager from doing their job and overstep and to and and and came in at the you know Commissioner's trout. Right? It's my time. Well, it's not. As a matter of fact, I'm I'm going to suggest the Commissioner that you wrap it up and mention the cats and get a few minutes as well. You, I mean, this is a big item.

1608

03:56:51.510 --> 03:57:05.709

Cooper City Hall: I don't just, I mean, yeah, I I it would be easier had there been a recommendation place on the agenda. But there was no recommendation. There. There's not options. I don't. I don't. I don't have any in the report. Okay? So which report there's 4. This is version 4 point out.

1609

03:57:06.410 --> 03:57:22.639

Cooper City Hall: So which one were we supposed to go. Yeah, Rob, not to put you on the spot either. Is there a recommendation from the different options that are in here at from from your side as far as absolutely And if that wasn't clear, the implementation option that we're recommending is 10 year parity.

1610

03:57:22.680 --> 03:57:39.210

Cooper City Hall: it is the fourth option, or the fourth version of the file, because from the first version of file to the third that you saw to the fourth. we wanted to make sure that the numbers were absolutely accurate, that we're presenting

1611

03:57:39.420 --> 03:57:42.320

Cooper City Hall: so. But we know they weren't at least with holidays.

1612

03:57:43.160 --> 03:58:03.660

Cooper City Hall: Well, the holidays don't factor in to the base salary that you see before you may it made one of your slides. It was a whole slide on it, right, but as it relates to the implementation option and the budget implications of that. The number of holidays are not factored into the base salary adjusted for cost of living in the implementation option. I don't have the.

1613

03:58:03.810 --> 03:58:15.170

Cooper City Hall: I have it on the laptop here, but I don't have it projected on the screen. But. We're recommending that you implement there it is, thanks. we're recommending that you implement tenure parity

1614

03:58:15.220 --> 03:58:22.809

Cooper City Hall: here again, not because it's the perfect option, but the 2% Cola has all employees in the organization get some increase.

1615

03:58:22.860 --> 03:58:36.659

Cooper City Hall: and then the tenure parity. Would you know this is not a long-standing, fundamental policy shift that we're requesting. It is a one-time implementation, a one time wiping out of their merit raises.

1616

03:58:36.680 --> 03:58:45.939

Cooper City Hall: That's essentially what it is. It's literally a one time w wiping out of your marriage. If I have a question is, is Raj, as I have a question for the utility director.

1617

03:58:48.820 --> 03:58:56.210

Cooper City Hall: And and there are certain people I tend to ask questions, too, because they're they're adverse to. Yes. yeah.

1618

03:59:03.640 --> 03:59:07.059

Cooper City Hall: Sorry. 2 min.

1619

03:59:08.000 --> 03:59:12.349

Cooper City Hall: We're going to hear from others. We'll come back. Raj.

1620

03:59:13.340 --> 03:59:19.500

Cooper City Hall: can you tell me about the results of this study? Did it? Did it do what you needed to do for your

1621

03:59:19.620 --> 03:59:26.690

Cooper City Hall: the positions in your department, the issues that you guys had with the inequities or things that need to be increased or not did this

1622

03:59:27.350 --> 03:59:32.149

Cooper City Hall: end up fixing that the Commissioner to a large extent it does.

1623

03:59:32.350 --> 03:59:33.840

Cooper City Hall: But

1624

03:59:35.270 --> 03:59:36.450

Cooper City Hall: the way

1625

03:59:36.820 --> 03:59:46.649

Cooper City Hall: the study scope was, you know, was decided. and we all agreed to it. I was. I was in the evaluation committee, and I know

1626

03:59:46.830 --> 03:59:54.410

Cooper City Hall: generally, these The studies are done this way. but in

1627

03:59:55.700 --> 03:59:59.850

Cooper City Hall: the outcome of the result does not fix all the issues

1628

04:00:00.650 --> 04:00:02.410

Cooper City Hall: that are being raised.

1629

04:00:04.290 --> 04:00:06.659

Cooper City Hall: If I were to make a recommendation.

1630

04:00:08.370 --> 04:00:12.789

Cooper City Hall: The recommendation would be that we have a

1631

04:00:13.170 --> 04:00:14.530

Cooper City Hall: we have a format.

1632

04:00:15.580 --> 04:00:17.470

Cooper City Hall: and the format is

1633

04:00:17.590 --> 04:00:24.420

Cooper City Hall: fairly reasonable format that addresses the parity issues. And and you know,

1634

04:00:24.640 --> 04:00:26.050

Cooper City Hall: several issues.

1635

04:00:27.140 --> 04:00:30.650

Cooper City Hall: Can we find tune it? That

1636

04:00:31.480 --> 04:00:33.260

Cooper City Hall: it is fair?

1637

04:00:34.420 --> 04:00:38.419

Cooper City Hall: I won't say across the board completely. But is it fair?

1638

04:00:38.660 --> 04:00:49.519

Cooper City Hall: But most of the employees. I think we can find a solution. So you do have a foundation. Do have a format, and if we can fine tune it, I think we can make it work.

1639

04:00:50.350 --> 04:00:59.430

Cooper City Hall: So you you would. You would be okay with approving. And this tenure thing with the caveat that we need to.

1640

04:00:59.570 --> 04:01:18.729

Cooper City Hall: I would I would be I. I would be okay, and not necessarily recommending certain things. because they may be unique to each department. They may be unique to each position. But fundamentally, Commissioner, I do agree that under the conditions

1641

04:01:19.360 --> 04:01:22.220

Cooper City Hall: we can, we can either get into.

1642

04:01:23.690 --> 04:01:25.310

Cooper City Hall: Let me back up a little bit.

1643

04:01:26.560 --> 04:01:33.050

Cooper City Hall: At one time, when I did my first, when there was a part of the first paying classification study.

1644

04:01:37.420 --> 04:01:38.670

Cooper City Hall: I drew

1645

04:01:39.140 --> 04:01:43.040

Cooper City Hall: the person who did the valuation crazy

1646

04:01:43.090 --> 04:01:51.329

Cooper City Hall: because they talked about mathematical formula, and I was being the engineer. I it really brought it down to every detail.

1647

04:01:51.720 --> 04:02:11.829

Cooper City Hall: But then I realized during this exercise that you cannot have a perfect formula that is going to fit every situation. So if you take a in normal curve, if you get it into a 2 standard deviation, one and a half standard deviation which takes care of 75 of the issues.

1648

04:02:11.970 --> 04:02:14.290

Cooper City Hall: I think it's a valid study.

1649

04:02:14.450 --> 04:02:32.619

Cooper City Hall: I've gone through this exercise quite a few times in my career, and I believe that it does provide a good platform. We can find, tun it. We all can work together. We can work as a as a group, you know you can. You know the manager can constitute, you know, some of us, and we can, you know, find tun it, but I think

1650

04:02:32.640 --> 04:02:38.969

Cooper City Hall: I'm repeating myself, but I think it's a

1651

04:02:42.440 --> 04:02:47.899

Cooper City Hall: which which one what am I program? Am I approving holiday? What am I?

1652

04:02:48.000 --> 04:03:02.640

Cooper City Hall: No, there's no recommendations, Commissioner related to the holidays. That's that is definitely as it relates to the tenure parity. It's it's specifically ready related. And Rob, I can. I guess I can let you. You speak to that. But it's it is not related to holidays.

1653

04:03:02.830 --> 04:03:06.870

Cooper City Hall: it's related to.

1654

04:03:07.520 --> 04:03:14.089

Cooper City Hall: The the implementation related to those recommendations from, if you'd like to expand on it. Is it this right here?

1655

04:03:14.350 --> 04:03:21.299

Cooper City Hall: What am I? What are we actually approving?

1656

04:03:21.360 --> 04:03:37.280

Cooper City Hall: I believe it was shared around initially. That might have been right prior to my arrival, but I think everyone would have gotten a copy of of the detail related to behind behind that you got excel sheets with several options. So

1657

04:03:37.370 --> 04:03:42.330

Cooper City Hall: I I want to know once again in the writing, what are we approving?

1658

04:03:43.500 --> 04:03:46.619

Cooper City Hall: Which one is? It is there. Can you reference it? Can we describe it?

1659

04:03:47.160 --> 04:03:51.049

Cooper City Hall: Sure, Loris, do you have those sheets, please? I think you.

1660

04:03:51.210 --> 04:03:53.070

Cooper City Hall: if you have them.

1661

04:03:53.130 --> 04:03:54.669

Cooper City Hall: the mayor, what else may you?

1662

04:03:55.490 --> 04:04:07.039

Cooper City Hall: I know that no one else has had an opportunity to speak other than myself and Commissioner shrouded, and I certainly don't want to

1663

04:04:15.290 --> 04:04:16.060

Cooper City Hall: right

1664

04:04:21.410 --> 04:04:38.130

Cooper City Hall: for the meeting that you said, Okay, so this is this is what we're seeing for the first time. Well, you said, there's changes to this. Okay, this is so wrong. Now this is so wrong. But if we're going to prove something for the first time, we're seeing it right now. Because I asked for this. This is not right.

1665

04:04:38.350 --> 04:04:55.899

Cooper City Hall: It's at the at the pleasure of the Board Commissioner. I mean it doesn't. It doesn't have to be acted tonight. But why make it difficult for us so? What I'm Mayor Ross, please, may I? What I'm what I what I don't understand is this, and I've not heard from anybody else

1666

04:04:55.910 --> 04:05:00.110

Cooper City Hall: other than Commissioner Shrouder and myself. What I'm not understanding here is

1667

04:05:01.420 --> 04:05:04.929

Cooper City Hall: when we embarked on this journey

1668

04:05:05.260 --> 04:05:07.780

Cooper City Hall: with the Prior City manager.

1669

04:05:08.110 --> 04:05:10.630

Cooper City Hall: we, we said.

1670

04:05:10.740 --> 04:05:14.969

Cooper City Hall: as a collective body. we needed to bring in

1671

04:05:15.470 --> 04:05:21.500

Cooper City Hall: a group that can that would be able to perform a compensation study.

1672

04:05:21.810 --> 04:05:25.019

Cooper City Hall: We provided them with the scope

1673

04:05:25.190 --> 04:05:28.500

Cooper City Hall: of what our expectations were.

1674

04:05:29.110 --> 04:05:37.620

Cooper City Hall: This company has come back and provided us with that with that information, and I'm looking at. I I'm not. I'm not really not

1675

04:05:37.740 --> 04:05:38.790

Cooper City Hall: sure

1676

04:05:40.990 --> 04:05:45.730

Cooper City Hall: what I have on my laptop. I'm not. I don't. Do you all not have this information?

1677

04:05:46.120 --> 04:06:10.930

Cooper City Hall: Okay? So the details. Actually, it does have the details. The Commissioner's router you have spoken like at NASA, and please let me, because you don't care if I don't tax. Excuse me. Money away. I here you go again with. If somebody doesn't agree with you. I don't know. Mayor Ross. Please forgive me if somebody doesn't agree with Commissioner Shrouded. He gets to go off

1678

04:06:10.930 --> 04:06:23.980

Cooper City Hall: on the tangent. But when someone is going to call it now, why is it like this? So why is he going again? That's the rule. Why, you why have you spent 25 min talking and nobody else has. Why is he going?

1679

04:06:26.480 --> 04:06:31.020

Cooper City Hall: Hi, rob!

1680

04:06:31.390 --> 04:06:34.670

Cooper City Hall: Thank you for your hard work.

1681

04:06:34.750 --> 04:06:38.090

Cooper City Hall: Before before we get going, I do want to say that I

1682

04:06:38.650 --> 04:06:55.630

Cooper City Hall: any staff that's watching we appreciate you. This is a discussion that affects a significant portion of the budget. Obviously so. I hope everybody knows this is not about any individual or anything like that. It's about doing our due diligence while also maintaining

1683

04:06:56.590 --> 04:06:58.279

our staff is what helps

1684

04:06:58.420 --> 04:07:03.849

Cooper City Hall: keep the city running. So we're here to find a solution.

1685

04:07:04.140 --> 04:07:08.629

Cooper City Hall: And I know we're all gonna work together to find that solution, to help them.

1686

04:07:08.750 --> 04:07:11.389

Cooper City Hall: to help us become more competitive and to help them

1687

04:07:12.600 --> 04:07:14.730

Cooper City Hall: and what they what they should be earning.

1688

04:07:14.740 --> 04:07:28.720

Cooper City Hall: I just have a few questions. It won't be as long as It won't be too long. Did you? Also in the in the job descriptions? Or did you look at the job descriptions and revise any of the job descriptions?

1689

04:07:28.830 --> 04:07:33.329

Cooper City Hall: We have looked at the job descriptions, and we use those when creating the survey.

1690

04:07:33.360 --> 04:07:44.680

Cooper City Hall: But the job description update doesn't happen until after we get through with this space where the solution file is approved. And we know what the final job titles are going to be.

1691

04:07:44.750 --> 04:08:07.309

Cooper City Hall: We know what the associated costs are. And then, as part of the scope of work, we will update all the job descriptions. Okay? So they'll all be so so all the job descriptions are going to be consistent, consistently formatted. They're going to be in whatever grade or stuff that they're supposed to be in. Absolutely. We'll update. You know.

1692

04:08:07.310 --> 04:08:25.620

Cooper City Hall: the working environment, the physical ability, minimum physical abilities tools and resources. People need to do their jobs. Flsa. Yes, all that. To make sure that the job descriptions are legally compliant and consistent with the essential functions that the employee performs. Absolutely, Commissioner. Thank you. And then,

1693

04:08:25.710 --> 04:08:30.920

Cooper City Hall: you, you mentioned that once, you know, if the titles are. are we changing titles as well

1694

04:08:31.400 --> 04:08:41.639

Cooper City Hall: as part of the engagement. We did the classification work, and and so some of that would be recommending changes to classification titles

1695

04:08:42.050 --> 04:08:56.589

Cooper City Hall: to make them like we we heard Secretary earlier, you know we we now, you know, Hr. Best practices would have that be titled an administrative assistant. That's that's one example where we may have recommended classification title changes to be.

1696

04:08:56.640 --> 04:08:59.299

Cooper City Hall: I see where you yeah, like.

1697

04:08:59.330 --> 04:09:17.429

Cooper City Hall: facility attendance, part of the recreation attendee. Yeah. And and all of those were done. any recommendations that were made. They were done with the like. You know. Rosa is talking about how he would work closely with folks and and drive other project managers crazy, and other

1698

04:09:17.550 --> 04:09:19.470

Cooper City Hall: studies that have happened. Well.

1699

04:09:19.660 --> 04:09:30.080

Cooper City Hall: I can tell you, Raj and I have had numerous conversations. I wouldn't say that he's driven me crazy, but he's brought good stuff to the table, for sure, but he's, you know. There was a lot of conversations had there as well.

1700

04:09:30.410 --> 04:09:34.749

Cooper City Hall: The abilities had some great changes and some great recommendations. By the way.

1701

04:09:35.380 --> 04:09:38.350

Cooper City Hall: thank you. on

1702

04:09:38.810 --> 04:09:41.750

page 18 and 19,

1703

04:09:41.890 --> 04:09:50.330

Cooper City Hall: you're recommending ten-year parity, but it looks like both of them have tenure parity. So I'm trying to figure out what the difference is.

1704

04:09:50.900 --> 04:10:11.310

Cooper City Hall: No problem. It's a difference of one and a half percent one is open range and one is step. Yeah. And if if the reason the step plan is more expensive is because if an employee, when we go to slot them into the new pay plan falls in between steps. Let's say the salary is in between step 4 and 5. We place them into step 5,

1705

04:10:11.410 --> 04:10:14.809

Cooper City Hall: so we move them to the next closest step. When you do that

1706

04:10:15.070 --> 04:10:26.510

Cooper City Hall: it raises the costs a little bit different than open range, open range, we can slot them precisely to an exact annual salary amount based on their tenure.

1707

04:10:26.630 --> 04:10:30.940

Cooper City Hall: So that's why you see the difference there between those 2.

1708

04:10:31.240 --> 04:10:48.960

Cooper City Hall: You're yeah. So just to reiterate. I appreciate the explanation. What are you recommended? 10 year parity? But there's 2. There are 2 options for 10. You're very well. I thought you said there was 2 10 year parities. I thought, you're talking about that. Yeah. The 2 options you see, or bring to minimum. And 10. Your parity, I included. Is that what you're referring to?

1709

04:10:50.000 --> 04:10:53.530

Cooper City Hall: like? There's one that says open range pay

1710

04:10:54.380 --> 04:10:58.419

Cooper City Hall: correct on the screen right now. Correct. So it's 10 year parity.

1711

04:10:58.890 --> 04:10:59.879

Cooper City Hall: And then.

1712

04:11:00.180 --> 04:11:21.930

Cooper City Hall: yeah. And the next one that just showed up is also tenure parity. They're they're not correct. So one is the tenure parity cost for an open range pay plan where we're moving employees into an open range pay plan, which is what you have now. Not a step plan. We have ranges, and we're going to place employees within those new market competitive ranges. The

1713

04:11:21.930 --> 04:11:34.380

Cooper City Hall: tenure parity cost. If the count, or if the Commission were to approve a step plan implementation would be higher, because we're going to be placing employees into one of those 15 steps.

1714

04:11:35.280 --> 04:11:53.709

Cooper City Hall: And so it's one same implementation. It's you recommending the tenure parity under open range, because it provides more flexibility at a less cost.

1715

04:11:54.910 --> 04:12:00.640

Cooper City Hall: okay, thank you. That was my question for you. I have a question for the manager.

1716

04:12:01.170 --> 04:12:06.069

Cooper City Hall: if we were to adopt the 10 year parity open range, it cost us

1717

04:12:06.100 --> 04:12:11.840

Cooper City Hall: 5%, the payroll 403 and change 1,000 and change.

1718

04:12:11.930 --> 04:12:15.100

Cooper City Hall: Mr. Manager?

1719

04:12:15.540 --> 04:12:25.530

Cooper City Hall: I believe I know the answer. But I just want to be clear. Is this work? Is this in the current budget proposal. Yes, it is in contingency.

1720

04:12:25.850 --> 04:12:36.520

Cooper City Hall: So we so if we adopted the budget today. we have everything we need to fund it for this year. Yes, sir. and that includes the Cola to commission. That is correct. Thank you.

1721

04:12:37.330 --> 04:12:40.110

Cooper City Hall: I'm I'm good. Thank you.

1722

04:12:43.030 --> 04:12:46.090

Cooper City Hall: thank you for your patience.

1723

04:12:46.650 --> 04:12:48.070

Cooper City Hall: It is appreciated

1724

04:12:50.070 --> 04:12:50.860

Cooper City Hall: all right.

1725

04:12:51.300 --> 04:13:05.669

Cooper City Hall: You'll keep thanking me. But I I love this. This is local government. I love local government, so I'm Indian. I have to thank me. This is awesome. Oh, well, then, give us a discount. It's only 38,000 for this whole. I mean, this is pretty good.

1726

04:13:05.930 --> 04:13:08.920

Cooper City Hall: okay, so I'll take 30 instead.

1727

04:13:09.230 --> 04:13:12.430

Cooper City Hall: we just got for the next engagement. We could. We could do that.

1728

04:13:12.730 --> 04:13:18.179

Cooper City Hall: I have a and a question. We're not really question. I have an issue that

1729

04:13:18.190 --> 04:13:21.400

Cooper City Hall: we change titles. But

1730

04:13:22.970 --> 04:13:27.670

Cooper City Hall: if you haven't looked at what the employees have been doing.

1731

04:13:28.950 --> 04:13:35.600

Cooper City Hall: how are we going to know how this is going to affect us like you say that this is going to cost.

1732

04:13:35.680 --> 04:13:41.470

Cooper City Hall: We go with them open range $403,000 and change.

1733

04:13:42.020 --> 04:13:56.519

Cooper City Hall: but if we don't know that employee A is really public works, maintenance technician. And they're actually doing the job of the public works maintenance technician. Then there's really no way to properly configure that

1734

04:13:56.930 --> 04:14:02.489

Cooper City Hall: it's a great point. That's the whole reason for the job. Assessment tool survey instrument that we use.

1735

04:14:02.540 --> 04:14:31.720

Cooper City Hall: that survey allows employees to tell us in their own words what it is that they do here in service to the city. It starts with their basic, high level job description in their own words. Then it goes to those essential functions that they perform, and then it finishes with the 5 compensatory factors that make up their role. So that. That's why we don't just rely on the job descriptions of the job title when making recommendations.

1736

04:14:31.730 --> 04:14:37.450

Cooper City Hall: we use all of that data collectively together to bring back recommendations.

1737

04:14:37.470 --> 04:14:45.180

Cooper City Hall: So then I guess my question, then, is going to be towards Lord is so I know when we brought up the

1738

04:14:46.460 --> 04:14:49.640

Cooper City Hall: tell me what you do. and you keep a log.

1739

04:14:49.720 --> 04:15:00.509

Cooper City Hall: that it was not going to be included in this, and you were very flat out. This isn't going to happen, that's fine. but I I know that you saw what everybody wrote.

1740

04:15:00.790 --> 04:15:06.890

Cooper City Hall: and you know that employee A is doing this job, and B. Is doing this job. So

1741

04:15:07.050 --> 04:15:07.910

Cooper City Hall: when

1742

04:15:08.080 --> 04:15:18.869

Cooper City Hall: Mr. Williamson is making his I mean I as an employee, I could turn around and tell you that I'm painting the parking lot Blue. It doesn't mean that I do.

1743

04:15:19.070 --> 04:15:20.860

But when I keep a log

1744

04:15:21.370 --> 04:15:26.050

Cooper City Hall: we can Corly to see if the 2 actually match

1745

04:15:26.980 --> 04:15:37.640

Cooper City Hall: since you read it, are you going to convey to Mr. Williams. So if he recommends employee a come, I can use any names, but if he recommends employee A to be a

1746

04:15:37.860 --> 04:15:45.289

Cooper City Hall: again, just right in front of me, maintenance, technician to or no, which is now a building and grounds technician, too.

1747

04:15:45.440 --> 04:15:49.499

Cooper City Hall: And you see that employee A does not

1748

04:15:49.580 --> 04:16:01.260

Cooper City Hall: do that in his true description is there going to be a a A combination of? She said, she said. and then I'm going to get a true. Is. This is a lot of money.

1749

04:16:01.330 --> 04:16:11.000

Cooper City Hall: is there? You know. I want our employees to be happy. They they deserve it. This has been a long time coming. I have no issue with that. I just want to make sure that

1750

04:16:11.790 --> 04:16:15.030

Cooper City Hall: the money that's projected is actually going to be

1751

04:16:15.660 --> 04:16:33.170

Cooper City Hall: what it's going to come to. You know, I know there's always a little bit of wiggle woman. I'm okay with that. But I don't want to see an enormous change, and I don't want that people, miss classified because that is going to be a cluster to the tenth degree, because we already have issues with.

1752

04:16:33.490 --> 04:16:36.139

Cooper City Hall: as my colleagues pointed out earlier.

1753

04:16:36.370 --> 04:16:42.759

Cooper City Hall: You got hired 10 years ago, when you're making the same amount of money, if not more than I am now to to

1754

04:16:42.950 --> 04:16:44.480

Cooper City Hall: circumstances.

1755

04:16:44.730 --> 04:17:01.210

Cooper City Hall: So thank you? Yeah, to your question. I don't think there's going to be an issue. We stress we were adamant in the first meeting throughout the whole process. for the employees to make sure they jotted down everything they did in the jack in the job. assessment tool.

1756

04:17:01.210 --> 04:17:19.200

Cooper City Hall: that job assessment tool. Then it's graded a number, and that's how we plug it in. So I I don't. I don't foresee any issues. You know. We it was extensive reaching out to all employees, all the department heads to make sure that everybody fill that that information

1757

04:17:19.210 --> 04:17:46.560

Cooper City Hall: mentioned to when I was talking about the Survey Commissioner, that there's also a supervisor review. So after the employees, and that 2 week time to fill out their survey, then after that, there's a serve. There's a a supervisor reviewed. Then, as you said, there was Lord Us. Review. Then keep in mind. We had individual. I had individual director department director meetings to go over each department specific any of these recommendations. So there's been multiple opportunities

1758

04:17:46.610 --> 04:17:56.680

Cooper City Hall: for that to be caught. I guess you know, if if there was a classification recommendation we made that didn't fit a position. There's been several opportunities along the way to get that right.

1759

04:17:56.770 --> 04:17:58.920

Cooper City Hall: So then, to

1760

04:17:59.470 --> 04:18:09.100

Cooper City Hall: one of my colleagues, points that benefits and other things were not potentially taken into account. Is that

1761

04:18:09.240 --> 04:18:12.709

Cooper City Hall: going to have any impact on the bottom line?

1762

04:18:13.560 --> 04:18:28.069

Cooper City Hall: Not from the standpoint of you'll know what the base salary is, and you'll know if the new pay ranges that are recommended are implemented. Then you'll have new market competitive pay ranges for each job that you have here at the city.

1763

04:18:28.290 --> 04:18:34.600

Cooper City Hall: Okay? And as far as it goes, for the policy decisions that you all need to make relative to

1764

04:18:35.430 --> 04:18:56.699

Cooper City Hall: it could be Hr. Related policy decisions that are that have been discussed here tonight, or additional benefits decisions, I mean, I think, the purpose of the benefits study that you hired us to do was, you know, as it says in the scope, was to show you a comparison of where what's your competitive market position relative to key benefits, offerings.

1765

04:18:56.710 --> 04:18:59.829

Cooper City Hall: And I think right now your your position.

1766

04:19:00.020 --> 04:19:12.930

Cooper City Hall: compared to the market on those core benefits offerings is cooper cities performing pretty well. You're slightly ahead of market, and that doesn't even include what Commissioner Shrouder mentioned earlier with the additional retirement.

1767

04:19:12.990 --> 04:19:20.000

Cooper City Hall: So when you contacted you had a on one of your slides. There were

1768

04:19:20.020 --> 04:19:33.849

Cooper City Hall: like 10 municipalities that you contacted to see where we fit in the in the realm of everything. So when you contacted them, your questions to them? Did they include

1769

04:19:34.320 --> 04:19:35.370

Cooper City Hall: benefits?

1770

04:19:35.750 --> 04:19:46.970

Cooper City Hall: We had a benefit survey that we sent, and we had a classification survey that was sent for the 70 benchmark classifications actually end up being more than that

1771

04:19:47.260 --> 04:19:53.110

Cooper City Hall: that we observed to market. So yes, benefits was included those core offerings.

1772

04:19:53.310 --> 04:20:06.199

Cooper City Hall: I saw that here. But is it something that. So if I easy number, if I pay you a hundred dollars a year. and then I'm giving you $20,000 and benefits, or another $100 in benefits.

1773

04:20:06.250 --> 04:20:09.790

Cooper City Hall: But the whatever Coconut Creek

1774

04:20:09.950 --> 04:20:18.499

Cooper City Hall: is paying a hundred $50 a year, but only gives you $10 and benefits was that correlation main?

1775

04:20:18.650 --> 04:20:24.590

Cooper City Hall: We can calculate a total benefits. Our total compensation number for you if you'd like and and bring that back.

1776

04:20:24.690 --> 04:20:27.810

Cooper City Hall: And is that an additional cost.

1777

04:20:27.970 --> 04:20:29.960

Cooper City Hall: and I would like to see that because

1778

04:20:29.990 --> 04:20:37.690

Cooper City Hall: I know I have said for many years, a lot of people will work or prefer to work in a municipal setting

1779

04:20:37.770 --> 04:20:41.960

Cooper City Hall: for several reasons, and one is that they get great benefits.

1780

04:20:42.450 --> 04:20:43.500

Cooper City Hall: And

1781

04:20:43.960 --> 04:20:55.349

Cooper City Hall: to a lot of people that means a lot. You know, they want to make sure that when they go to the doctor they can afford the payment, so someone might take a different salary, knowing that they're getting

1782

04:20:55.420 --> 04:21:09.840

Cooper City Hall: a pension or this, and that is a lot of places don't offer anything like that. And it's very hard nowadays to get benefits. Period. So to me, our benefits, our our our health dental, I

1783

04:21:10.160 --> 04:21:12.379

etc. All of that

1784

04:21:14.720 --> 04:21:21.719

Cooper City Hall: is a very important factor that should be factored in. So if you could do that that would make this very happy, and I would appreciate it

1785

04:21:21.770 --> 04:21:35.039

Cooper City Hall: in the final report. Commissioner. That will bring back to your leadership team. We'll have chapters in there for the assessment of current conditions for outreach. We'll have chapters in there for

1786

04:21:35.490 --> 04:21:52.999

Cooper City Hall: assessment of current conditions and outreach and the market, and we'll have a separate chapter just in benefits, and I'll make sure to include in that chapter and benefits what the overall you know, how you look to market and how you compare to market, as it relates to the overall value and the benefits, packages that are out there.

1787

04:21:53.270 --> 04:21:54.640

Cooper City Hall: Thank you.

1788

04:21:54.820 --> 04:21:55.590

Cooper City Hall: Bye.

1789

04:21:56.590 --> 04:22:07.689

Cooper City Hall: let me.

1790

04:22:08.230 --> 04:22:13.809

Cooper City Hall: And this is most important, like when it when a lawyer get 3 for free.

1791

04:22:14.140 --> 04:22:19.479

Cooper City Hall: go all the way to the.

1792

04:22:20.260 --> 04:22:22.480

Cooper City Hall: So I

1793

04:22:22.850 --> 04:22:25.630

Cooper City Hall: and I'm told I have to.

1794

04:22:32.740 --> 04:22:34.820

Cooper City Hall: I can't hear you.

1795

04:22:35.370 --> 04:22:36.050

Okay.

1796

04:22:38.580 --> 04:22:41.590

Cooper City Hall: it should be.

1797

04:22:42.370 --> 04:22:53.869

Cooper City Hall: I'm told. I have to adopt a simple pay plan. I'm told I have to reassign positions to pay grades based on the internal equity. I have to select an implementation that theology.

1798

04:22:56.840 --> 04:23:00.380

Cooper City Hall: This is for us to decide. And

1799

04:23:00.670 --> 04:23:03.080

Cooper City Hall: and I get that. And I appreciate that

1800

04:23:04.090 --> 04:23:06.640

Cooper City Hall: the difficulty I'm having is

1801

04:23:07.080 --> 04:23:08.780

Cooper City Hall: I'm not given

1802

04:23:10.050 --> 04:23:14.770

Cooper City Hall: a implementation methodology.

1803

04:23:16.170 --> 04:23:17.690

Cooper City Hall: other options.

1804

04:23:18.890 --> 04:23:20.270

Cooper City Hall: sure, they're all

1805

04:23:20.550 --> 04:23:31.889

Cooper City Hall: well, I'm told I have to select an implementation methodology that aligns with the compensation, philosophy, and financial means of the city in essence, in essence, in essence. Lisa.

1806

04:23:32.090 --> 04:23:34.440

Cooper City Hall: it's late. right

1807

04:23:35.900 --> 04:23:40.660

Cooper City Hall: in essence. What you're saying to me is, are you going open range?

1808

04:23:40.700 --> 04:23:41.850

Cooper City Hall: Are you going

1809

04:23:42.090 --> 04:23:49.319

Cooper City Hall: 10 year open range? Are you going? Step, plan, or 10? You step plan. Am I correct? Yes. So that's fair.

1810

04:23:49.460 --> 04:23:50.270

Cooper City Hall: Okay.

1811

04:23:50.550 --> 04:23:52.720

Cooper City Hall: then you hide

1812

04:23:52.930 --> 04:23:54.099

Cooper City Hall: your decision.

1813

04:23:55.230 --> 04:24:01.369

Cooper City Hall: You hide your recommendation in number 3, God knows why.

1814

04:24:01.840 --> 04:24:07.469

Cooper City Hall: But you put number 3, select an implementation methodology, and then number one

1815

04:24:07.490 --> 04:24:09.030

Cooper City Hall: under number 3

1816

04:24:09.230 --> 04:24:11.899

Cooper City Hall: evergreen recommends. Can you parity now.

1817

04:24:12.820 --> 04:24:14.540

Cooper City Hall: do I know which one?

1818

04:24:15.330 --> 04:24:20.470

Cooper City Hall: We had 2 min of discussion with you until you finally understood

1819

04:24:20.780 --> 04:24:21.790

Cooper City Hall: Commissioner

1820

04:24:21.910 --> 04:24:25.540

Cooper City Hall: Kansman's question, which I was dying to ask.

1821

04:24:25.760 --> 04:24:26.980

Cooper City Hall: because I know now

1822

04:24:28.340 --> 04:24:31.739

Cooper City Hall: what I'm saying is. you understand this stuff

1823

04:24:32.620 --> 04:24:34.789

Cooper City Hall: when you have it here

1824

04:24:34.870 --> 04:24:38.820

Cooper City Hall: and you utilize implementation methodology.

1825

04:24:38.980 --> 04:24:46.720

Cooper City Hall: It's not appreciated. Just tell us you have a selection to make. Here's what it is. and here are the effects of it.

1826

04:24:47.110 --> 04:24:48.370

Cooper City Hall: I appreciate that.

1827

04:24:48.420 --> 04:24:51.630

Cooper City Hall: And that's why I'm doing this. It's not my first one

1828

04:24:53.370 --> 04:24:54.160

Cooper City Hall: now.

1829

04:24:56.540 --> 04:24:58.859

Cooper City Hall: the timeframe

1830

04:25:00.260 --> 04:25:05.840

Cooper City Hall: in which this has to be implemented. In essence. It doesn't have to be implemented. There is no timeframe

1831

04:25:06.700 --> 04:25:07.420

Cooper City Hall: correct?

1832

04:25:08.390 --> 04:25:19.689

Cooper City Hall: Well, that's going to be at the will of the Commissioners. Exactly so. What I'm recommending to the Commission. It's based on the fact that we don't have the final report, because I just heard you indicate

1833

04:25:19.740 --> 04:25:38.549

Cooper City Hall: that the final direct will include what commission Willos he wanted and will be sent to us. I don't know what timeframe you have in mind. but I'm looking to if we do implement anything, and I'm not looking to have a motion tonight. But if we do implement anything that we implemented as of October first.

1834

04:25:39.080 --> 04:25:45.599

Cooper City Hall: that way, we are into the new fiscal year. It starts running for everyone exactly.

1835

04:25:45.720 --> 04:25:53.049

Cooper City Hall: and we are budgeting for it now. so you couldn't get a better timeframe from which to do this.

1836

04:25:54.310 --> 04:25:56.990

Cooper City Hall: Having said that.

1837

04:25:57.050 --> 04:26:06.180

Cooper City Hall: it's late, I don't have anything else at this time. But again, I appreciate the fact that you enjoyed this.

1838

04:26:06.230 --> 04:26:16.440

Cooper City Hall: It doesn't matter if he's okay, it matters. We'll meet the timeline. Thank you. Yeah. Anything else from the Commission.

1839

04:26:18.130 --> 04:26:19.699

Cooper City Hall: This thing. Go ahead.

1840

04:26:19.820 --> 04:26:21.890

Cooper City Hall: this, this has

1841

04:26:23.540 --> 04:26:29.539

Cooper City Hall: they scales, but also has the changing of several positions. Yes, and I want to make sure that we're not

1842

04:26:29.570 --> 04:26:37.300

Cooper City Hall: ratifying. We're not doing anything tonight. But even when it comes forward. So like, for example, it has moving.

1843

04:26:37.420 --> 04:26:44.140

Cooper City Hall: you know. an aquatic specialist to a coordinator moving this coordinator to a management

1844

04:26:44.730 --> 04:26:47.230

Cooper City Hall: like this has several promotion in here.

1845

04:26:47.840 --> 04:26:58.240

Cooper City Hall: Some of those going from a coordinator to manager might be to have internal equity, so that, you know, you might have had somebody that was titled a manager. But they really they weren't managing

1846

04:26:58.710 --> 04:27:12.719

Cooper City Hall: any one, you know. They might have been managing a process, for example. So we might have made a title change, not because they were getting promoted much, although I can see where you would think that it looks like that. Absolutely. That makes sense. But just wanted to.

1847

04:27:13.040 --> 04:27:21.709

Cooper City Hall: you know. Make sure that you know that some of the changes may be recommended. Title changes to where? Here again, it would be consistent with the role that they're performing.

1848

04:27:24.630 --> 04:27:39.489

Cooper City Hall: It addresses exactly what we? Okay? All right, since we're there's no reason to prolong this. Oh, he's enjoying it. Oh, no, I don't. I don't want to. He dropped this at 30 right? Just just a suggestion

1849

04:27:40.230 --> 04:27:58.030

Cooper City Hall: not to tell you. Maybe you. the manager, and those 2 can get together and go through all day there. No, but I mean again. Oh, yeah, I I would. And I also in the future. If there's changes to something that we're getting approved, it's better that we get it in advance. Not

1850

04:28:00.620 --> 04:28:10.829

Cooper City Hall: absolutely well. We will make sure that does not happen again. Hopefully, the agenda item, things have not been. and that's why I say we could bring this back the sick when the second meeting in A August

1851

04:28:10.980 --> 04:28:12.950

Cooper City Hall: this 1 s.

1852

04:28:13.060 --> 04:28:23.149

Cooper City Hall: the second meeting, 20 s. Yeah. So it should be the 20. Second, the 20. Second, let's bring this back on the 20. Second gives you plenty of time, I would think.

1853

04:28:24.890 --> 04:28:26.160

Cooper City Hall: to

1854

04:28:26.670 --> 04:28:30.800

Cooper City Hall: get the additional information together. Report.

1855

04:28:31.090 --> 04:28:39.130

Cooper City Hall: get it to us that way. We can meet on the 20 s of that time. Commission Charter will have had plenty of time to meet again.

1856

04:28:39.150 --> 04:28:41.339

Cooper City Hall: if anyone else feels in need.

1857

04:28:41.590 --> 04:28:53.680

Cooper City Hall: I I'm telling you he is available. Rob, I'm putting on spot, but you are available for each and every one of us if we need to meet again. I'm sure

1858

04:28:54.210 --> 04:29:09.180

Cooper City Hall: if that's the will of the board. Typically, what happens is the Board would designate a project manager that I would interface with, so that I'm not interfacing with, you know, 5 different elected officials that are going to be given me. 5 different. Yeah. The problem is sunshine law.

1859

04:29:09.200 --> 04:29:16.030

Cooper City Hall: And that's a problem. Okay, volunteer.

1860

04:29:16.630 --> 04:29:29.409

Cooper City Hall: No, typically, that would be staff. And I wouldn't be interacting directly with elected officials. You said, pick one of us now now volunteering takes it back. I have no difficulty in who the city manager

1861

04:29:29.450 --> 04:29:42.300

Cooper City Hall: selects delegates doesn't matter to me. but it's a timeframe. Good for the city manager. Is it good for Rob? Is it good for Hr. Is it good for us?

1862

04:29:42.500 --> 04:29:45.769

Cooper City Hall: Done you said the meeting was going to be on August 20. Second. Correct

1863

04:29:46.540 --> 04:29:48.749

Cooper City Hall: a week before for sure.

1864

04:29:49.820 --> 04:29:51.200

Cooper City Hall: Optimum? Right?

1865

04:29:55.900 --> 04:29:56.720

Cooper City Hall: Okay.

1866

04:29:57.950 --> 04:30:03.100

Cooper City Hall: I I do have. I do have one other question.

1867

04:30:03.120 --> 04:30:05.300

Cooper City Hall: And it's really to Jacob.

1868

04:30:06.190 --> 04:30:12.650

Cooper City Hall: what defect in passing this would this have on

1869

04:30:14.260 --> 04:30:41.859

Cooper City Hall: union will lab in negotiations? Thank you, Mayor, and I know we we briefly touch on that issue. And then I was going to raise that before the Commission took any action tonight. And then I appreciate the fact that you're going to continue to deliberate on the item at the second meeting in August. I'd like the opportunity between now and then to meet with our Labor Council. We know once the Union is formed prior to the adoption of our first collective bargaining agreement. The city is in a position of having to maintain the status quo, as it relates to wages, benefits, and working conditions.

1870

04:30:41.860 --> 04:31:03.030

Cooper City Hall: this may have some bearing on that overall discussion. We actually have a conference call on Friday internally, with with Staff along with Jim myself, to discuss the process moving forward. we're in the very near future. I would anticipate having a closed door session with the Commission to further address that issue with the intent of hopefully bringing something to you to consider within the next couple of months.

1871

04:31:03.030 --> 04:31:14.640

Cooper City Hall: we're hopefully nearing the end of that process. But given the discussion this evening and the report prepared by evergreen, we like the opportunity to review that specifically in the context of the bargain unit members and the collective bargaining process.

1872

04:31:14.870 --> 04:31:19.910

Cooper City Hall: So thank you. Very good. I appreciate that. Anything else.

1873

04:31:20.520 --> 04:31:23.050

Cooper City Hall: You're nothing. I'm sorry.

1874

04:31:23.290 --> 04:31:37.630

Cooper City Hall: Just want to be clear. So you know, we don't have any ambiguity. Yes, we're gonna add

1875

04:31:37.640 --> 04:32:07.499

Cooper City Hall: elements to the benefits. Chapter per Commissioner Melody's request. That's not an issue. The other deliverables that would go into making up the draft report and our estimation are completed. You hired us to survey employees. You hired us to survey the market. We've done that. And now we're reporting on study findings. Now, ultimately, if the Commission decides that you don't want to implement anything, or you want to implement things differently than as have been proposed. Of course, that's up to you. But

1876

04:32:07.510 --> 04:32:19.739

Cooper City Hall: typically, we would not finalize the report until there's been some board action, so we'll go ahead and begin drafting the draft report.

1877

04:32:19.980 --> 04:32:26.739

Cooper City Hall: But I don't know that it will be in a. It certainly won't be in a final state until

1878

04:32:26.860 --> 04:32:38.670

Cooper City Hall: the Board accepts the study findings right? Basically saying we hired you to do the job. You've done the job right. So we're we're not quite to that step yet. I think that we're close

1879

04:32:39.040 --> 04:32:46.819

Cooper City Hall: so we'll definitely have some draft for you, which would be, I guess, on the fifteenth, so that it would meet your

1880

04:32:47.000 --> 04:32:50.460

Cooper City Hall: twenty-second meeting date. Fair enough.

1881

04:32:51.060 --> 04:33:00.739

Cooper City Hall: I appreciate that. Yeah, absolutely. And and and just so that we we're clear. It's not a one time shot of what we're doing here. We are setting policy.

1882

04:33:01.030 --> 04:33:05.330

Cooper City Hall: and if you have recommendations as to the policy.

1883

04:33:05.380 --> 04:33:11.189

Cooper City Hall: please make them clear. concise. and not in.

1884

04:33:11.970 --> 04:33:20.479

Cooper City Hall: as we would say, legal verbiage. But in plain language, I'll end those to the recommendation. That chapter. Yes, sir, thank you.

1885

04:33:21.050 --> 04:33:21.930

Cooper City Hall: Okay.

1886

04:33:22.230 --> 04:33:28.869

Cooper City Hall: I appreciate that moving on city managing before. Thank you all very much. Thank you. Grateful. Appreciate it.

1887

04:33:31.410 --> 04:33:37.159

Cooper City Hall: Thank you, Mr. Mayor. Just a couple of items we respectful of time, and we have some additional reports.

1888

04:33:37.169 --> 04:33:44.630

Cooper City Hall: I know we spent a good amount of time on the Rfp. Earlier. I do have a copy. let me back up first step.

1889

04:33:44.650 --> 04:33:50.929

Cooper City Hall: We have been working with a a, a

1890

04:33:51.779 --> 04:34:04.109

Cooper City Hall: firm or a consultant. I should say that that I was able to reach out to the the city of the town of Davy, too, and they a few years ago went through the garbage. Rfp.

1891

04:34:04.279 --> 04:34:16.359

Cooper City Hall: So I've I've been working a review of the full Rfp. the gentleman that we've been working with Michael, you know, has been very helpful

1892

04:34:16.390 --> 04:34:26.569

Cooper City Hall: And so we received today a full red line review with comments of our initial 50 page draft of the Rfp.

1893

04:34:26.689 --> 04:34:33.739

Cooper City Hall: What I'd like to do is just share with you a copy of the draft schedule and share with you that

1894

04:34:33.980 --> 04:34:45.159

Cooper City Hall: we're we're teed up for A request for proposal issued an advertised on August ninth

1895

04:34:45.470 --> 04:35:01.029

Cooper City Hall: and then with a mandatory pre-bid be going beyond that, I won't go into all the details of the calendar, but particularly as it relates to August ninth. Given the scope and the size of the

1896

04:35:01.140 --> 04:35:07.960

Cooper City Hall: Rfp. As we talked about earlier. I want to allow an opportunity. That will be

1897

04:35:08.250 --> 04:35:32.219

Cooper City Hall: after our I'll bring back an Rf. A draft Rfp. That you'll see as a part of our next packet for the first meeting in August, which will the meeting will occur just before the ninth. But I just want to allow an opportunity for all the board, as you had asked to review the Rfp. And a final stage pending any reviews or revisions you would like to see prior to it going out the door, and then, as

1898

04:35:32.220 --> 04:35:44.810

Cooper City Hall: as I shared before, it would be as we've got it set up, it would be to be back by October 20 fourth, which coincides with an a possible anticipated award at that October 20 fourth meeting.

1899

04:35:48.480 --> 04:36:00.550

Cooper City Hall: If there aren't any questions, or if there are any questions, I'd be glad to answer them on that particular item. If not, I can move on to the emergency purchase authorization. Can you email us the red line one you have or whatever it is.

1900

04:36:01.500 --> 04:36:04.239

Cooper City Hall: yes, I will.

1901

04:36:04.300 --> 04:36:19.570

Cooper City Hall: we. They came in and kind of 3 different segments Commissioner, shrouder. But yes, I I we can definitely do that. And there was some additional feedback red line and also comments, and and we'll be glad to share that as we continue to work through the document.

1902

04:36:27.700 --> 04:36:38.580

Cooper City Hall: Okay, moving on to Item 18. I know the Commission's aware of this. I I did at least notify them. In accordance with the

1903

04:36:38.720 --> 04:36:49.640

Cooper City Hall: our our code. you have a budget transfer related to an emergency purchase at the waste water treatment plant and theorns with section 2, dash 258

1904

04:36:49.890 --> 04:37:01.490

Cooper City Hall: subsection, c. One. Through 3 This is related to our centrifuge, which is offline both of them. Raj, hopefully, you've had a chance to look at

1905

04:37:01.529 --> 04:37:08.090

Cooper City Hall: Raj's memo as well. That was included as backup a very nice and thorough analysis of the matter.

1906

04:37:08.150 --> 04:37:36.039

Cooper City Hall: I know. Obviously, that's a high priority. I'll also point out, just for the Commission's sake, that the Centrifuge is an item you'll see in our august workshop budget workshop related to the capital improvement on the waste water side. So we are budgeted to replace that. But at the moment those are down, so unless there any specific questions which would be glad to to answer, that is put forward as as is required by our our code.

1907

04:37:36.369 --> 04:37:54.669

Cooper City Hall: No questions continue. item 19, we don't have any budget transfer notifications this evening, but I will continue to have those on there on a regular monthly basis, in case there are any that we need to share. I did have just 2 other items. I know it's been a long meeting, but there are quick notes

1908

04:37:54.759 --> 04:37:59.439

Cooper City Hall: now. The first is that young man who was in to talk about the race at Nova.

1909

04:37:59.490 --> 04:38:06.560

Cooper City Hall: It is no, yes. So Rilla's race for champions. I I found it on the Internet, November fourth

1910

04:38:06.869 --> 04:38:18.829

Cooper City Hall: and it starts at 7 Am. So not until November. But I I believe that was it, and it will be at Nova Southeastern University, and my last item was just to commission Melody's point much earlier.

1911

04:38:18.869 --> 04:38:39.889

Cooper City Hall: hope to have. I do have some thoughts and recommendations related to the Dog Park topic. I'm not going to cover it this evening. I've met with some of our staff, and we'll look to have some perhaps some recommendations for consideration from the board at one of our upcoming. 2 august meetings.

1912

04:38:40.200 --> 04:38:42.999

Cooper City Hall: Any questions of the city manager, hearing none.

1913

04:38:43.400 --> 04:39:02.470

Cooper City Hall: City attorney's report. Thank you, Mayor. I was just going to mention the collective bargaining process which I gave you a brief update on, but I have nothing further to offer. Thank you very much, please you, through forward, Commissioner to your manager with staff residents that are with us still. I know it's been a late evening, so I'll try to keep this very short and sweet. If there are no specific

1914

04:39:02.540 --> 04:39:18.159

Cooper City Hall: question about my report. There are a few items I just want to either highlight or amend. I was actually at the city manager's direction, going to update the Commission today about the recent legislative change in relation to F. Dot. Lpr.

1915

04:39:18.160 --> 04:39:42.829

Cooper City Hall: But, Commissioner, I did ask that earlier, but anyone that would like to know 463, 16.0 7 seven-seven to be was effective July first, which would allow this opportunity to let's saw Lprs through a permit process. There are some restrictions to that that I can share with the commission at a later date, if it ever becomes relevant. but at least there's the path forward.

1916

04:39:42.830 --> 04:39:52.100

Cooper City Hall: I did want to also just share to the Commission. that. A few meetings ago there was direction from the Commission to the city manager to work

1917

04:39:52.110 --> 04:39:59.670

Cooper City Hall: collaboratively with me on developing a proposal for a nonprofit.

1918

04:39:59.860 --> 04:40:23.540

Cooper City Hall: grant program that the city would run for our let's say, our Hos for the Lpr. Rtcc. Connectivity. And so there is a draft proposal that I put together for the city manager that he's reviewing, and with his approval. We'll be looking at. Bring that forward in August for the Commission to to see. I just want to give you that update on that item.

1919

04:40:23.540 --> 04:40:36.769

Cooper City Hall: I will not be here next Commission meeting. Lieutenant Toazi will be gracing you with his presence so hopefully. You haven't seen him for a while, and you'll be happy to see him on the first meeting in August.

1920

04:40:36.770 --> 04:41:04.909

Cooper City Hall: but I did want to let you know that we have a lot of upcoming events in August. a national night out week August fourth, that Friday your presence would mean a lot to us there at your local police station, where we're gonna highlight, the law enforcement team to the community and we would love to have you there on that August fourth, we also have our Rad kids program going on starting on July 30, first running for 2 weeks. It's a free program to our community.

1921

04:41:04.910 --> 04:41:15.740

Cooper City Hall: it's a slight site fee that you know, we have for T-shirts and things that they they take you know, for the program. But where we actually teach them self-defense and self-confidence

1922

04:41:15.740 --> 04:41:22.480

Cooper City Hall: in a two-week program. I want you to know we're geared up and ready for a copy games coming in early August.

1923

04:41:22.510 --> 04:41:47.389

Cooper City Hall: and I want to announce that we have a chip of that Palooza schedule for September sixteenth. So I'll be sharing more information on that. that's a free program for our community. we'll we'll be actually doing this time about 100 free microchips and partnership with the county, and rebe right B vaccinations as well. Our shred of thought is also scheduled, and it's on the calendar for October 20. First

1924

04:41:47.410 --> 04:42:05.909

Cooper City Hall: which is a Saturday from 10 Am. To 12 Pm. That's another free service that we provide. So I know I don't have any scholarships, Commissioner Melosie, but we do do our very best to try to partner with this community. And I conclude my report unless there's any questions.

1925

04:42:06.280 --> 04:42:11.889

Cooper City Hall: That's during national night that week. so yeah, so we have a lot.

1926

04:42:11.960 --> 04:42:27.820

Cooper City Hall: We have a lot of events that we can. One of them is crafting with a cop another free event just around that in there. but that's actually a very fun event we actually that event booked up the first day that we posted it on Facebook

1927

04:42:29.220 --> 04:42:41.100

Cooper City Hall: and May or Commission, I'll just share you. You have been given that invitation for your calendars, particularly for that Friday night event. August fourth. Marsha has had that to your calendars as well. What time is that charged on

1928

04:42:41.600 --> 04:42:51.620

Cooper City Hall: Am. Until 12 Pm. And I I will provide reminders as it gets close. I just want to give you advance that it is October twenty-first, which is a Saturday.

1929

04:42:52.670 --> 04:42:54.259

Cooper City Hall: Thank you. You're welcome

1930

04:42:55.680 --> 04:42:57.049

Cooper City Hall: fire to the board.

1931

04:43:02.100 --> 04:43:05.649

Cooper City Hall: Good evening, Mr. Mayor. City manager, commissioners.

1932

04:43:05.980 --> 04:43:12.849

Cooper City Hall: staff, and residents. I have no additions to my report. Are there any questions

1933

04:43:15.110 --> 04:43:19.329

Cooper City Hall: just briefly there? Oh, absolutely no. You want to go first? No, no, no, go ahead.

1934

04:43:19.860 --> 04:43:22.480

Cooper City Hall: Maybe we should add my mind.

1935

04:43:22.590 --> 04:43:32.889

Cooper City Hall: I just wanted to thank you and the team I did a ride along Saturday 12 h. I didn't do that overnight shift, but I do see why we need to upgrade the

1936

04:43:33.010 --> 04:43:43.190

Cooper City Hall: the barracks, or what of the bunks? but I want to thank you. I want to thank Shift a for being hospitable, Captain Chris and the team. it was. It was very eye opening.

1937

04:43:43.400 --> 04:43:51.040

Cooper City Hall: And actually, we didn't have a whole lot of calls, but that's a good thing for Cooper City Presidents. So That's all I wanted to say. Thank you.

1938

04:43:51.190 --> 04:43:53.500

Cooper City Hall: You're always welcome to do it again.

1939

04:43:54.530 --> 04:43:59.140

Cooper City Hall: Anyone else in your incident. Response. Summary.

1940

04:43:59.240 --> 04:44:03.300

Cooper City Hall: We're in a new world, too. You put down the incident responses that

1941

04:44:03.530 --> 04:44:06.199

Cooper City Hall: required over 9 min response time.

1942

04:44:06.480 --> 04:44:10.989

Cooper City Hall: and that was 7 of them. I thought I asked the last time, and if I didn't.

1943

04:44:11.060 --> 04:44:16.170

Cooper City Hall: I'm asking you now. I need to find out where those are.

1944

04:44:16.400 --> 04:44:19.330

Cooper City Hall: If you have 7 of them. I expect 7 different

1945

04:44:20.050 --> 04:44:26.280

Cooper City Hall: at least. My neighborhoods have not the addresses, because I saw on your

1946

04:44:26.380 --> 04:44:33.150

Cooper City Hall: budget that you was still looking to do a fire station in Montana.

1947

04:44:33.770 --> 04:44:42.109

Cooper City Hall: I need to know statistically it's required. If it's going 7 times to Montera, I need to know that.

1948

04:44:42.470 --> 04:44:45.709

Cooper City Hall: But I need to know what's country going to. I need to know.

1949

04:44:45.850 --> 04:44:50.180

Cooper City Hall: So that if we're going to do something, I have the data to back it up.

1950

04:44:50.390 --> 04:44:51.500

Cooper City Hall: Understood?

1951

04:44:51.850 --> 04:44:57.490

Cooper City Hall: I previously submitted. I believe I submitted maps to show you

1952

04:44:57.540 --> 04:45:01.110

Cooper City Hall: where the incidents were located.

1953

04:45:01.230 --> 04:45:14.619

Cooper City Hall: and In this case I I know some of the instances were Montera and some were not. Some doesn't cut it when you have, and that was in your budget report. You indicated that.

1954

04:45:15.580 --> 04:45:21.499

Cooper City Hall: So, Guy, I think was, sir, that attended numerous meetings, but everything else had numbers.

1955

04:45:22.070 --> 04:45:29.710

Cooper City Hall: Why didn't that have a number for the certain meetings? I look at the Budget record. It's like now understood

1956

04:45:33.160 --> 04:45:36.849

Cooper City Hall: when you said you you had maps. Not in this report.

1957

04:45:38.730 --> 04:45:41.300

Cooper City Hall: No, not for this, not for this

1958

04:45:41.890 --> 04:45:47.360

Cooper City Hall: Commission meeting. I've done it in the past for you. Okay, simple

1959

04:45:47.620 --> 04:45:48.770

Cooper City Hall: need to know

1960

04:45:49.090 --> 04:45:54.250

Cooper City Hall: essentially the neighborhoods.

1961

04:45:55.750 --> 04:45:57.500

Cooper City Hall: And the map is going to have

1962

04:45:57.730 --> 04:46:01.740

Cooper City Hall: numbers on them of 1, 2, 3, 4, 5, 6, 7, or

1963

04:46:02.110 --> 04:46:08.249

Cooper City Hall: what you gonna how are you going to? If there's hypothetically 5 calls

1964

04:46:08.260 --> 04:46:12.909

Cooper City Hall: that exceeded 9 min. then you would have the 5 locations.

1965

04:46:14.470 --> 04:46:17.390

Cooper City Hall: Okay, with with the amount of time

1966

04:46:18.160 --> 04:46:25.020

Cooper City Hall: correct it. I can put the time frame and I took 11 min to get there.

1967

04:46:25.310 --> 04:46:32.940

Cooper City Hall: It took 9 min to get there.

1968

04:46:33.410 --> 04:46:36.630

Cooper City Hall: The longest response that I put on this report.

1969

04:46:37.030 --> 04:46:39.619

Cooper City Hall: It was a

1970

04:46:39.710 --> 04:46:48.610

Cooper City Hall: routine response, not lights and sirens. And we were going from countryside shops to University Drive.

1971

04:46:49.240 --> 04:47:00.430

Cooper City Hall: So it's pretty much all the way across town at a routine response. See, the difficulty is all I'm looking at is what you put in the report, and that's all I get to read.

1972

04:47:00.590 --> 04:47:15.370

Cooper City Hall: So I think I mentioned the other night as the Commissioner Kathy. I'm visual if I don't see it. and you're telling me it doesn't help me. So I have the longest response time at 14 min and 45 s.

1973

04:47:16.390 --> 04:47:26.780

Cooper City Hall: where? Where we going to and from right. That's what I was just explaining to you. But I will. I will give you a map in each report. Thank you.

1974

04:47:33.810 --> 04:47:34.820

Cooper City Hall: Thank you.

1975

04:47:37.850 --> 04:47:41.870

Cooper City Hall: Nope, we're good. Thank you very much. Anyone else.

1976

04:47:43.270 --> 04:47:47.089

Cooper City Hall: chief. Thank you very much. We'll move on to Commissioner concerns

1977

04:47:48.550 --> 04:47:49.920

Cooper City Hall: Commissioner Green.

1978

04:47:53.180 --> 04:47:58.719

Cooper City Hall: just one thing. Please forgive me for my outburst.

1979

04:47:59.080 --> 04:48:04.909

Cooper City Hall: I'm going to do better at the Decks Commission meeting.

1980

04:48:06.270 --> 04:48:10.759

Cooper City Hall: but I don't want it to be lost in our employees that I care for them. I love them.

1981

04:48:11.570 --> 04:48:16.840

Cooper City Hall: and I as do I believe that we all And my passions came out

1982

04:48:17.040 --> 04:48:24.849

Cooper City Hall: for our employees, and it will continue to do so. because I want to make sure, at least while I'm here.

1983

04:48:24.960 --> 04:48:27.249

Cooper City Hall: that I'm fighting to do what's right.

1984

04:48:27.350 --> 04:48:32.520

Cooper City Hall: That's all I have, Mayor. Hope you all have wonderful evening.

1985

04:48:33.360 --> 04:48:34.699

Cooper City Hall: Commissioner Melody.

1986

04:48:35.490 --> 04:48:40.149

Cooper City Hall: I will ask each of you to be prepared at the next

1987

04:48:40.260 --> 04:48:41.260

Cooper City Hall: meeting

1988

04:48:41.450 --> 04:48:52.759

Cooper City Hall: to have your seeding choices available you'll be selecting by seniority. So, Commissioner Green, you will be going first. I can say no. I get to choose that

1989

04:48:52.810 --> 04:48:58.200

Cooper City Hall: I won't be here. Oh. then it will be the next one.

1990

04:48:58.460 --> 04:49:00.720

Cooper City Hall: Yeah, no, it'll be the next one. I've waited

1991

04:49:00.960 --> 04:49:10.600

Cooper City Hall: quite a long time for permission Melody to get back one time. Commission. Green wasn't here now you won't be here. I will wait for the following meeting. If one of us misses it.

1992

04:49:10.700 --> 04:49:18.230

Cooper City Hall: you can all work that out. But with that the sunshine violation?

1993

04:49:21.550 --> 04:49:31.850

Cooper City Hall: Oh, okay, no, no, no, I I I have a public comment. Anyone on virtual, No. One to your now can I have a motion. Thank you.

1994

04:49:37.150 --> 04:49:40.159

Cooper City Hall: They'll thank you for.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 23-17 (Utilities)**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE RELEASE OF WARRANTY BOND ASSOCIATED WITH MONTERRA ACTIVE ADULT RESIDENCES DEVELOPMENT PROJECT FOR THE PROPERTY GENERALLY LOCATED AT 3991 NW 82ND AVENUE, COOPER CITY, FLORIDA; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THAT INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends that the Commission approve the release of two (2) cash warranty (maintenance) bonds in the form of two (2) cashier checks for the Monterra Active Adult Residences Development Project, generally located at 3991 NW 82nd Avenue, Cooper City, FL 33024. These checks, in the amount of $306,400.33 and $45,438.80, were submitted for paving and drainage improvements with Central Broward Water Control District ("District") as co-obligee, and water and sewer improvements with the City of Cooper City respectively.

BACKGROUND OF ITEM:
By passing Resolution 22-16 at their May 24, 2022 meeting, the City Commission released two (2) improvement performance bonds in the form of two (2) irrevocable letters of credit issued by PNC Bank in exchange for the aforementioned cash warranty bonds, representing 25% of the improvement performance bond amounts. A complete package consisting of easement dedication, bill of sale, transfer of ownership of water and sewer improvements, opinion of title, joinder, and consent of the mortgagee, and legal description, including a sketch of the easements were also included in that release.

The one-year warranty period has expired, and all improvements have been found to be acceptable and working to the satisfaction of the City and District. Pursuant to Sec. 24-82 of the City Code, the Developer is requesting the release of both warranty bonds, which the City and District staff supports.

ANALYSIS:
N/A

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
There is no fiscal impact to the budget. Upon Commission approval, the two (2) cash warranty bonds in the form of cashier checks will be released.

Paving & Drainage
Release cash bond in the amount of $306,400.33.

Water & Sewer
Release cash bond in the amount of $45,438.80

ALTERNATIVES:
N/A

ATTACHMENTS:

1. Resolution with the following Exhibits:
   a. Resolution No. 22-16, accepting documents related to project improvements, including releasing of improvement performance bonds and accepting maintenance (warranty) bonds.
   b. Letter from Central Broward Water Control District, approving the release of cash warranty bond for $306,400.33 in the form of cashier's check.
   c. Copies of cash warranty bonds in the form of cashier's checks to be released.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	07/28/23 04:46 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	07/28/23 05:34 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	07/28/23 05:37 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/01/23 03:19 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/01/23 04:22 PM

RESOLUTION NO. 23-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE RELEASE OF CASH WARRANTY BONDS ASSOCIATED WITH MONTERRA ACTIVE ADULT RESIDENCES DEVELOPMENT PROJECT FOR THE PROPERTY GENERALLY LOCATED AT 3991 NW 82ND AVENUE, COOPER CITY, FLORIDA; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at their regular meeting on May 24, 2022, the City Commission approved and accepted the complete easement dedication package, released the improvement performance bonds and accepted cash warranty (maintenance) bonds from Monterra MF, LLC (the "Developer") for the project known as Monterra Active Adult Residence Development ("Project"), generally located at 3991 NW 82nd Avenue, Cooper City ("City"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the required warranty period of one year for the Project has expired and all improvements have been found to be acceptable and working to the satisfaction to the City and Central Broward Water Control District, a co-obligee for paving and drainage improvements, whose letter of release is attached hereto as Exhibit B; and

WHEREAS, Pursuant to Sec. 24-82, the Developer is requesting release of two (2) cash warranty bonds in the form of certified checks in the amounts of $306,400.33 and $45,438.80 respectively; representing 25% of the improvement performance bonds, copies of which are attached hereto as Exhibit C; and

WHEREAS, the City Engineer and staff are recommending the release of both cash warranty bonds; and

WHEREAS, the City Commission finds that releasing the cash warranty bonds are in the best interests of the citizens and residents of the City of Cooper City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the City Commission hereby approves and accepts the water, sanitary sewer, paving and drainage improvements.

Section 3: That the cash warranty bonds in the form of cashier's checks in the amounts of $306,400.33 and $45,438.80 respectively, valid for one year from the date of issuance, are hereby released by the City Commission.

Section 4: That the appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution .

Section 5: Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 6: Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 7: Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this _____ day of _____, 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
Ryan Eggleston
City Manager

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

INS
Req
Broward County Commission
39 Page(s)
#1

RESOLUTION NO. 22-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND ACCEPTING THE OWNERSHIP OF THE WATER AND SANITARY SEWER IMPROVEMENTS, DEDICATION OF WATER AND SANITARY SEWER EASEMENTS, RELEASE OF PERFORMANCE IMPROVEMENT BOND AND ACCEPTING MAINTENANCE BOND ASSOCIATED WITH MONTERRA ACTIVE ADULT RESIDENCES DEVELOPMENT PROJECT FOR THE PROPERTY GENERALLY LOCATED AT 3991 NW 82ND AVENUE, COOPER CITY, FLORIDA; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at their regular meeting on November 19, 2019, the City Commission gave final approval to Monterra MF, LLC (the "Developer") the development plans for the project known as Monterra Active Adult Residence Development ("Project"), generally located at 3991 NW 82nd Avenue, Cooper City ("City"); and

WHEREAS, the project included construction of 1,652 feet of water mains and 417 feet of sanitary sewer mains and related appurtenances with the condition that upon successful completion of construction and acceptance by the City, the Developer will dedicate necessary easements for proper maintenance; and

WHEREAS, pursuant to Section 24-82 of the City Code, a developer is required to furnish a Performance Improvement Bond in amount of 110% of certified construction cost prepared by a professional registered engineer in the State of Florida and replace it with a Maintenance Bond in an amount no less than 25% of the original Performance Improvement Bond upon successful completion of the project and its acceptance by resolution of the City Commission; and

WHEREAS, on or about June 3, 2020, PNC Bank issued the Developer two (2) Performance Improvement Bonds in the form of two (2) irrevocable letters of credit in the amounts of $1,225,601.30 and $181,755.20; and

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

WHEREAS, the irrevocable letter of credit in the amount of $1,225,601.30, attached hereto as Exhibit A, was issued to Central Broward Water Control District ("District") with the City as a co-obligee for paving and drainage improvements, and $181,755.20, attached hereto as Exhibit B, to the City for water and sanitary sewer improvements; and

WHEREAS, the aforementioned improvements for the Project have been completed according to the approved plans and acceptable to the City and District; and

WHEREAS, the District, through its letter, dated May 11, 2022, attached hereto as Exhibit C, has confirmed that it has no objection to releasing the Performance Improvement Bond and accepting a cash Maintenance Bond in the amount of 25% of the Performance Improvement Bond; and

WHEREAS, the Developer is requesting release of two (2) aforementioned irrevocable letters of credits issued by PNC Bank and in exchange, is submitting Cash Maintenance Bonds in the form of certified checks in the amounts of $ $306,400.33 and $45,438.80 respectively, representing 25% of the Performance Improvement Bonds copies of which are attached hereto as Exhibit D and Exhibit E; and

WHEREAS, a complete easement dedication package consisting of bill of sale, transferring ownership of water and sewer improvements, opinion of title, joinder and consent of mortgagee, and legal description, including sketch of the easements, are attached hereto as Exhibit F; and

WHEREAS, The City Engineer and staff are recommending approval and acceptance of the complete easement dedication package, release of Performance Improvement Bonds and acceptance of Cash Maintenance Bonds; and

WHEREAS, the City Commission finds that approving and accepting the aforementioned complete easement dedication package, releasing the Performance Improvement Bonds and accepting Cash Maintenance Bonds are in the best interests of the citizens and residents of the City of Cooper City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: **Recitals Adopted**. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the City Commission hereby approves and accepts the water, sanitary sewer, paving and drainage improvements, and dedication of water and sanitary sewer utility easements for Monterra Active Adult Residence Development ("Project").

Section 3: That the Performance Improvement Bonds in the form of two (2) irrevocable Letters of Credit issued by PNC Bank in the amounts of $1,225,601.30 and $181,755.20 are hereby released and in exchange, cash Maintenance Bonds in the form of cashier's checks in the amounts of $306,400.33 and $45,438.80 respectively, valid for one from the date of issuance, are hereby accepted by the City Commission.

Section 4: That the appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution .

Section 5: **Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 6: **Severability**. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 7: **Effective Date**. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

{00512392 1 3451-0000000}

PASSED AND ADOPTED this 24 day of May, 2022.

GREG ROSS
Mayor

ATTEST:

TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Ross	Yes
Commissioner Pulcini	Yes
Commissioner Meltzer	Yes
Commissioner Green	Yes
Commissioner Shrouder	Yes

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ
City Attorney

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Client Care: 1-800-682-4689
SWIFT Address: PNCCUS33

PNC

BENEFICIARY:
CENTRAL BROWARD WATER CONTROL DISTRICT
ATTN: MICHAEL CROWLEY, DISTRICT MANAGER
8020 STIRLING ROAD (DAVIE)
HOLLYWOOD, FL 33024

CITY OF COOPER CITY

11791 SW 49TH STREET
COOPER CITY, FL 33330

ATTENTION: JAMES MOLASCHI,
ASSISTANT UTILITIES
DIRECTOR

APPLICANT:
MONTERRA MF, LLC
2020 SALZEDO STREET
SUITE 200
CORAL GABLES, FL 33134

IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE:	18133206-00-000
AMOUNT:	USD $1,225,601.30
ISSUE DATE:	JUNE 03, 2020
EXPIRY DATE:	JUNE 03, 2021
EXPIRY PLACE:	OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 18133206-00-000 IN YOUR FAVOR FOR THE ACCOUNT OF MONTERRA MF, LLC UP TO THE AGGREGATE AMOUNT OF USD 1,225,601.30 (ONE MILLION TWO HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED ONE AND 30/100 UNITED STATES DOLLARS) AVAILABLE FOR PAYMENT AT SIGHT AT OUR COUNTERS AT 500 FIRST AVENUE, SECOND FLOOR, P7-PFSC-02-T, PITTSBURGH, PA 15219, ATTENTION: STANDBY LETTERS OF CREDIT BY PRESENTATION OF A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CENTRAL BROWARD WATER CONTROL DISTRICT AND THE CITY OF COOPER CITY READING AS FOLLOWS:

"I, (STATE NAME AND TITLE OF EACH BENEFICIARY), HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF CENTRAL BROWARD WATER CONTROL DISTRICT AND THE CITY OF COOPER CITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION LETTER OF CREDIT NO. 18133206-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF OUR DEMAND REPRESENTS THE AMOUNT DUE US AS A RESULT OF THE FAILURE OF MONTERRA MF, LLC TO COMPLETE IMPROVEMENTS WHICH MAY CONSIST OF, BUT ARE NOT NECESSARILY LIMITED TO PAVING, CURB AND GUTTER GRADING, EXCAVATION, EMBANKMENT, DRAINAGE CULVERTS, AND APPURTENANCES, OR OTHER SIMILAR IMPROVEMENTS."

THIS LETTER OF CREDIT EXPIRES AT THIS OFFICE WITH OUR CLOSE OF BUSINESS AT 5:00 P.M. EASTERN TIME ON JUNE 03, 2021.

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Client Care: 1-800-682-4689
SWIFT Address: PNCCUS33

PNC

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS WE NOTIFY YOU IN WRITING BY CERTIFIED MAIL, OR OVERNIGHT COURIER, SENT TO YOU AT THE ABOVE ADDRESS AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE, NOTIFYING YOU THAT WE ELECT NOT TO FURTHER EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL PERIOD OF ONE YEAR. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY PRESENTATION OF YOUR DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE READING AS FOLLOWS:

"I, (STATE NAME AND TITLE OF EACH BENEFICIARY), HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF CENTRAL BROWARD WATER CONTROL DISTRICT AND THE CITY OF COOPER CITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION LETTER OF CREDIT NO. 18133206-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF THIS DRAWING REPRESENTS FUNDS DUE US AS WE HAVE BEEN NOTIFIED THAT PNC BANK, NATIONAL ASSOCIATION HAS ELECTED NOT TO FURTHER EXTEND THIS LETTER OF CREDIT, AND WE HAVE NOT RELEASED MONTERRA MF, LLC FROM THEIR OBLIGATIONS TO US."

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (ISP98).

WE HEREBY ENGAGE WITH YOU THAT DRAWING(S) PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO US AT THIS OFFICE ON OR BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

PNC BANK, NATIONAL ASSOCIATION
INTERNATIONAL TRADE PRODUCT DELIVERY

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Client Care: 1-800-682-4689
SWIFT Address: PNCCUS33

PNC

APRIL 25, 2022

CENTRAL BROWARD WATER CONTROL DISTRICT
ATTN: MICHAEL CROWLEY, DISTRICT MANAGER
8020 STIRLING ROAD (DAVIE)
HOLLYWOOD, FL 33024

CITY OF COOPER CITY

11791 SW 49TH STREET
COOPER CITY, FL 33330

ATTENTION: JAMES MOLASCHI, ASSISTANT UTILITIES DIRECTOR

NON EXTENSION NOTICE

OUR REFERENCE:	18133206-00-000
APPLICANT:	MONTERRA MF, LLC
AMOUNT:	USD $1,225,601.30
EXPIRY DATE:	JUNE 03, 2022
EXPIRY PLACE:	OUR COUNTERS

WE REFER TO THE SUBJECT LETTER OF CREDIT ISSUED IN YOUR FAVOR.

IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT, YOU ARE HEREBY NOTIFIED THAT WE DO NOT ELECT TO EXTEND THIS INSTRUMENT FOR ANY ADDITIONAL PERIOD OF TIME. THE CREDIT WILL, THEREFORE, EXPIRE AT OUR COUNTERS ON JUNE 03, 2022.

SHOULD YOU REQUIRE ANY ASSISTANCE, PLEASE CONTACT THE INTERNATIONAL TRADE PRODUCT DELIVERY BY TELEPHONE AT 1-800-682-4689. WHEN REFERRING TO THIS LETTER OF CREDIT, REMEMBER TO QUOTE OUR REFERENCE NUMBER 18133206-00-000.

PNC BANK, NATIONAL ASSOCIATION
INTERNATIONAL TRADE PRODUCT DELIVERY

CC: MONTERRA MF, LLC
2020 SALZEDO STREET
SUITE 200
CORAL GABLES, FL 33134
ATTENTION: ANDY BURNHAM

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

Exhibit "A"

A PARCEL OF LAND BEING A PORTION OF PARCELS "B" AND "C-2", "MONTERRA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 155 THRU 168, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "C-2", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.64°07'47"W.;

THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL "C-2", ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°46'23" AND A RADIUS OF 2,964.79 FEET FOR AN ARC DISTANCE OF 40.00 FEET, TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL "C-2";

THENCE S.64°07'47"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 223.80 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.64°07'47"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 119.46 FEET, TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 95°21'55" AND A RADIUS OF 36.00 FEET FOR AN ARC DISTANCE OF 59.92 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE S.59°38'53"W., A DISTANCE OF 60.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.58°45'52"E.;

THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 95°44'55" AND A RADIUS OF 36.00 FEET FOR AN ARC DISTANCE OF 60.16 FEET, TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 25°33'34" AND A RADIUS OF 645.00 FEET FOR AN ARC DISTANCE OF 287.73 FEET, TO A POINT ON ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.15°51'01"E.;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 55°11'27" AND A RADIUS OF 355.00 FEET FOR AN ARC DISTANCE OF 341.96 FEET, TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°06'00" AND A RADIUS OF 923.39 FEET FOR AN ARC DISTANCE OF 275.59 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE N.58°21'58"E., A DISTANCE OF 150.53 FEET;

THENCE N.31°38'02"W., A DISTANCE OF 52.47 FEET;

THENCE N.58°21'58"E., A DISTANCE OF 313.54 FEET;

THENCE N.31°38'02"W., A DISTANCE OF 614.11 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN COOPER CITY, BROWARD COUNTY, FLORIDA, CONTAINING 6.65 ACRES (289,736 SQUARE FEET), MORE OR LESS.

City of Cooper City
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Cooper City, FL
33328-0910

Exhibit "B"

MONTERRA ACTIVE ADULT RESIDENCES-CITY OF COOPER CITY				
CTA PROJECT #10-0026-008-03				
ENGINEER'S COST ESTIMATE				
CENTRAL BROWARD WATER CONTROL DISTRICT				
EARTHWORK				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
CLEAR AND GRUB SITE	6.65	AC	$1,000.00	$6,650.00
	TOTAL EARTHWORK			$6,650.00
PAVING				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
PAVING (DRIVE AISLES)				
1" ASPHALT TYPE SP9.5 FRICTION COURSE	5,308	SY	$12.00	$63,696.00
1" ASPHALT TYPE SP9.5 STRUCTURAL COURSE	5,308	SY	$12.00	$63,696.00
8" LIMEROCK BASE	5,308	SY	$18.00	$95,544.00
12" STABILIZED SUBGRADE	5,308	SY	$4.00	$21,232.00
PAVING (PARKING STALLS)				
1" ASPHALT TYPE SP9.5 FRICTION COURSE	4,670	SY	$12.00	$56,040.00
1" ASPHALT TYPE SP9.5 STRUCTURAL COURSE	4,670	SY	$12.00	$56,040.00
6" LIMEROCK BASE	4,670	SY	$15.00	$70,050.00
12" STABILIZED SUBGRADE	4,670	SY	$4.00	$18,680.00
VEHICULAR PAVERS (DRIVE AISLES)				
3-1/8" PAVERS OVER 1-1/2" BEDDING SAND	1,303	SY	$68.00	$88,604.00
8" LIMEROCK BASE	1,303	SY	$18.00	$23,454.00
12" STABILIZED SUBGRADE	1,303	SY	$4.00	$5,212.00
VEHICULAR PAVERS (PARKING STALLS)				
3-1/8" PAVERS OVER 1-1/2" BEDDING SAND	217	SY	$68.00	$14,756.00
6" LIMEROCK BASE	217	SY	$15.00	$3,255.00
12" STABILIZED SUBGRADE	217	SY	$4.00	$868.00
STABILIZED FIRE ACCESS ROAD				
2" OF #57 STONE	1,445	SY	$20.00	$28,900.00
6" LIMEROCK BASE	1,509	SY	$15.00	$22,635.00
12" STABILIZED SUBGRADE	1,574	SY	$4.00	$6,296.00
CONCRETE SIDEWALK (4" THICK WITH 12" COMPACTED SUBGRADE)	1,510	SY	$45.00	$67,950.00
CONCRETE SIDEWALK (VEHICULAR LOADING AREA) (6" THICK WITH 12" STABILIZED SUBGRA	44	SY	$67.50	$2,970.00
TYPE "D" CURB	5,109	LF	$20.00	$102,180.00
VALLEY GUTTER	72	LF	$20.00	$1,440.00
REMOVE EXISTING TYPE "F" CURB AND GUTTER	247	LF	$10.00	$2,470.00
REMOVE EXISTING CONCRETE SIDEWALK	48	SY	$6.00	$288.00
REMOVE EXISTING ASPHALT	239	SY	$3.50	$836.50
REMOVE EXISTING CHAIN LINK FENCE	275	LF	$8.00	$2,200.00
12" HEADER CURB	115	LF	$20.00	$2,300.00
24" HEADER CURB	63	LF	$40.00	$2,520.00
	TOTAL PAVING			$824,112.50
DRAINAGE				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
TYPE C INLET 4' DIA.	12	EA	$5,000.00	$60,000.00
TYPE C INLET 5' DIA.	3	EA	$6,000.00	$18,000.00
TYPE C INLET 6' DIA.	2	EA	$8,000.00	$16,000.00
CORE EXISTING STRUCTURE AND CONNECT	1	EA	$500.00	$500.00
ADJUST EXISTING RIM ELEVATION	1	EA	$500.00	$500.00
CONVERT EXISTING CURB INLET TOP TO VALLEY GUTTER TOP	1	EA	$1,000.00	$1,000.00
18" HP STORM	714	LF	$75.00	$53,550.00
24" HP STORM	780	LF	$80.00	$62,400.00
30" HP STORM	197	LF	$100.00	$19,700.00
3" PVC CONDENSATE	48	LF	$10.00	$480.00
4" PVC ROOF DRAIN	6	LF	$13.00	$78.00
6" PVC ROOF DRAIN	660	LF	$20.00	$13,200.00
8" PVC ROOF DRAIN	163	LF	$25.00	$4,075.00
10" PVC ROOF DRAIN	123	LF	$30.00	$3,690.00
12" PVC ROOF DRAIN	82	LF	$35.00	$2,870.00
15" PVC ROOF DRAIN	84	LF	$40.00	$3,360.00
	TOTAL DRAINAGE			$259,403.00

City of Cooper City
9090 S.W. 50 Place
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33328-0910

EXHIBIT "B"

PAVEMENT MARKING AND SIGNING				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
6" DOUBLE YELLOW	73	LF	$4.50	$328.50
6" YELLOW 6'-10' SKIP	24	LF	$2.25	$54.00
6" WHITE 2'-4' SKIP	30	LF	$2.25	$67.50
24" WHITE STOP BAR	104	LF	$8.00	$832.00
12" SOLID WHITE	636	LF	$4.00	$2,544.00
4" SOLID WHITE	8,069	LF	$1.50	$12,103.50
4" SOLID BLUE	192	LF	$1.50	$288.00
BLUE HANDICAP SYMBOL	8	EA	$100.00	$800.00
FTP-21-06 HANDICAP SIGN (30" X 18")	8	EA	$200.00	$1,600.00
R1-1 "STOP" SIGN (30" X 30")	6	EA	$250.00	$1,500.00
R5-1 "DO NOT ENTER" SIGN (30" X 30")	4	EA	$250.00	$1,000.00
R8-3 "NO PARKING" SIGN (24" X 30")	2	EA	$225.00	$450.00
"EMERGENCY FIRE EXIT ONLY" SIGN (24" X 30")	2	EA	$225.00	$450.00
W11A-2 PEDESTRIAN CROSSING SIGN (30" X 30")	8	EA	$250.00	$2,000.00
	TOTAL PAVEMENT MARKING AND SIGNING			$24,017.50
	SUM OF ALL ITEMS LISTED ABOVE			$1,114,183.00
	BOND AMOUNT (110%)			$1,225,601.30

CHAD EVERETT EDWARDS LICENSE No 59306 STATE OF FLORIDA PROFESSIONAL ENGINEER

6-9-2020

Prepared By:	
Craven Thompson and Associates, Inc.	Chad E. Edwards, P.E.
3563 N.W. 53rd Street, Fort Lauderdale FL 33309	Senior Supervising Engineer
Florida Licensed Engineering, Surveying & Mapping Business No. 271	Florida Registration No. 59306

City of Cooper City
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BENEFICIARY:
CITY OF COOPER CITY
11791 SW 49TH STREET
COOPER CITY, FL 33330

ATTENTION: JAMES MOLASCHI,
ASSISTANT UTILITIES
DIRECTOR

APPLICANT:
MONTERRA MF, LLC
2020 SALZEDO STREET
SUITE 200
CORAL GABLES, FL 33134

IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE:	18133207-00-000
AMOUNT:	USD $181,755.20
ISSUE DATE:	JUNE 03, 2020
EXPIRY DATE:	JUNE 03, 2021
EXPIRY PLACE:	OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 18133207-00-000 IN YOUR FAVOR FOR THE ACCOUNT OF MONTERRA MF, LLC UP TO THE AGGREGATE AMOUNT OF USD 181,755.20 (ONE HUNDRED EIGHTY ONE THOUSAND SEVEN HUNDRED FIFTY FIVE AND 20/100 UNITED STATES DOLLARS) AVAILABLE FOR PAYMENT AT SIGHT AT OUR COUNTERS AT 500 FIRST AVENUE, SECOND FLOOR, P7-PFSC-02-T, PITTSBURGH, PA 15219, ATTENTION: STANDBY LETTERS OF CREDIT BY PRESENTATION OF A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY OF COOPER CITY READING AS FOLLOWS:

"I, (STATE NAME AND TITLE), HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF THE CITY OF COOPER CITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION LETTER OF CREDIT NO. 18133207-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF OUR DEMAND REPRESENTS THE AMOUNT DUE US AS A RESULT OF THE FAILURE OF MONTERRA MF, LLC TO COMPLETE IMPROVEMENTS WHICH MAY CONSIST OF, BUT ARE NOT NECESSARILY LIMITED TO PAVING, CURB AND GUTTER GRADING, EXCAVATION, EMBANKMENT, DRAINAGE CULVERTS, AND APPURTENANCES, OR OTHER SIMILAR IMPROVEMENTS."

THIS LETTER OF CREDIT EXPIRES AT THIS OFFICE WITH OUR CLOSE OF BUSINESS AT 5:00 P.M. EASTERN TIME ON JUNE 03, 2021.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS WE NOTIFY YOU IN WRITING BY CERTIFIED MAIL, OR OVERNIGHT COURIER, SENT TO YOU AT THE ABOVE ADDRESS AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE, NOTIFYING YOU THAT WE ELECT NOT TO FURTHER EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL PERIOD OF ONE YEAR. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY PRESENTATION OF YOUR DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE READING AS FOLLOWS:

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Client Care: 1-800-682-4689
SWIFT Address: PNCCUS33

"I, (STATE NAME AND TITLE), HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF THE CITY OF COOPER CITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION LETTER OF CREDIT NO. 18133207-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF THIS DRAWING REPRESENTS FUNDS DUE US AS WE HAVE BEEN NOTIFIED THAT PNC BANK, NATIONAL ASSOCIATION HAS ELECTED NOT TO FURTHER EXTEND THIS LETTER OF CREDIT, AND WE HAVE NOT RELEASED MONTERRA MF, LLC FROM THEIR OBLIGATIONS TO US."

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (ISP98).

WE HEREBY ENGAGE WITH YOU THAT DRAWING(S) PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO US AT THIS OFFICE ON OR BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

PNC BANK, NATIONAL ASSOCIATION
INTERNATIONAL TRADE PRODUCT DELIVERY

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Client Care: 1-800-682-4689
SWIFT Address: PNCCUS33

PNC

APRIL 25, 2022

CITY OF COOPER CITY
11791 SW 49TH STREET
COOPER CITY, FL 33330

ATTENTION: JAMES MOLASCHI, ASSISTANT UTILITIES DIRECTOR

NON EXTENSION NOTICE

OUR REFERENCE:	18133207-00-000
APPLICANT:	MONTERRA MF, LLC
AMOUNT:	USD $181,755.20
EXPIRY DATE:	JUNE 03, 2022
EXPIRY PLACE:	OUR COUNTERS

WE REFER TO THE SUBJECT LETTER OF CREDIT ISSUED IN YOUR FAVOR.

IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT, YOU ARE HEREBY NOTIFIED THAT WE DO NOT ELECT TO EXTEND THIS INSTRUMENT FOR ANY ADDITIONAL PERIOD OF TIME. THE CREDIT WILL, THEREFORE, EXPIRE AT OUR COUNTERS ON JUNE 03, 2022.

SHOULD YOU REQUIRE ANY ASSISTANCE, PLEASE CONTACT THE INTERNATIONAL TRADE PRODUCT DELIVERY BY TELEPHONE AT 1-800-682-4689. WHEN REFERRING TO THIS LETTER OF CREDIT, REMEMBER TO QUOTE OUR REFERENCE NUMBER 18133207-00-000.

PNC BANK, NATIONAL ASSOCIATION
INTERNATIONAL TRADE PRODUCT DELIVERY

CC: MONTERRA MF, LLC
2020 SALZEDO STREET
SUITE 200
CORAL GABLES, FL 33134
ATTENTION: ANDY BURNHAM

COPY

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

FORM 163918

EXHIBIT 'A'

MONTERRA ACTIVE ADULT RESIDENCES-CITY OF COOPER CITY
CTA PROJECT #10-0026-008-03
ENGINEER'S COST ESTIMATE
FROM CURRENT SET DATED 3/11/20

EARTHWORK

ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
CLEAR AND GRUB SITE	6.65	AC	$1,000.00	$6,650.00
	TOTAL EARTHWORK			$6,650.00

PAVING

ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
PAVING (DRIVE AISLES)				
1" ASPHALT TYPE SP9.5 FRICTION COURSE	5,308	SY	$12.00	$63,696.00
1" ASPHALT TYPE SP9.5 STRUCTURAL COURSE	5,308	SY	$12.00	$63,696.00
8" LIMEROCK BASE	5,308	SY	$18.00	$95,544.00
12" STABILIZED SUBGRADE	5,308	SY	$4.00	$21,232.00
PAVING (PARKING STALLS)				
1" ASPHALT TYPE SP9.5 FRICTION COURSE	4,670	SY	$12.00	$56,040.00
1" ASPHALT TYPE SP9.5 STRUCTURAL COURSE	4,670	SY	$12.00	$56,040.00
6" LIMEROCK BASE	4,670	SY	$15.00	$70,050.00
12" STABILIZED SUBGRADE	4,670	SY	$4.00	$18,680.00
VEHICULAR PAVERS (DRIVE AISLES)				
3-1/8" PAVERS OVER 1-1/2" BEDDING SAND	1,303	SY	$68.00	$88,604.00
8" LIMEROCK BASE	1,303	SY	$18.00	$23,454.00
12" STABILIZED SUBGRADE	1,303	SY	$4.00	$5,212.00
VEHICULAR PAVERS (PARKING STALLS)				
3-1/8" PAVERS OVER 1-1/2" BEDDING SAND	217	SY	$68.00	$14,756.00
6" LIMEROCK BASE	217	SY	$15.00	$3,255.00
12" STABILIZED SUBGRADE	217	SY	$4.00	$868.00
STABILIZED FIRE ACCESS ROAD				
2" OF #57 STONE	1,445	SY	$20.00	$28,900.00
6" LIMEROCK BASE	1,509	SY	$15.00	$22,635.00
12" STABILIZED SUBGRADE	1,574	SY	$4.00	$6,296.00
CONCRETE SIDEWALK (4" THICK WITH 12" COMPACTED SUBGRADE)	1,510	SY	$45.00	$67,950.00
CONCRETE SIDEWALK (VEHICULAR LOADING AREA) (6" THICK WITH 12" STABILIZED SUBGRAI	44	SY	$67.50	$2,970.00
TYPE "D" CURB	5,109	LF	$20.00	$102,180.00
VALLEY GUTTER	72	LF	$20.00	$1,440.00
REMOVE EXISTING TYPE "F" CURB AND GUTTER	247	LF	$10.00	$2,470.00
REMOVE EXISTING CONCRETE SIDEWALK	48	SY	$6.00	$288.00
REMOVE EXISTING ASPHALT	239	SY	$3.50	$836.50
REMOVE EXISTING CHAIN LINK FENCE	275	LF	$8.00	$2,200.00
12" HEADER CURB	115	LF	$20.00	$2,300.00
24" HEADER CURB	63	LF	$40.00	$2,520.00
	TOTAL PAVING			$824,112.50

DRAINAGE

ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
TYPE C INLET 4' DIA.	12	EA	$5,000.00	$60,000.00
TYPE C INLET 5' DIA.	3	EA	$6,000.00	$18,000.00
TYPE C INLET 6' DIA.	2	EA	$8,000.00	$16,000.00
CORE EXISTING STRUCTURE AND CONNECT	1	EA	$500.00	$500.00
ADJUST EXISTING RIM ELEVATION	1	EA	$500.00	$500.00
CONVERT EXISTING CURB INLET TOP TO VALLEY GUTTER TOP	1	EA	$1,000.00	$1,000.00
18" HP STORM	714	LF	$75.00	$53,550.00
24" HP STORM	780	LF	$80.00	$62,400.00
30" HP STORM	197	LF	$100.00	$19,700.00
3" PVC CONDENSATE	48	LF	$10.00	$480.00
4" PVC ROOF DRAIN	6	LF	$13.00	$78.00
6" PVC ROOF DRAIN	660	LF	$20.00	$13,200.00
8" PVC ROOF DRAIN	163	LF	$25.00	$4,075.00
10" PVC ROOF DRAIN	123	LF	$30.00	$3,690.00
12" PVC ROOF DRAIN	82	LF	$35.00	$2,870.00
15" PVC ROOF DRAIN	84	LF	$40.00	$3,360.00
	TOTAL DRAINAGE			$259,403.00

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

PAVEMENT MARKING AND SIGNING				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
6" DOUBLE YELLOW	73	LF	$4.50	$328.50
6" YELLOW 6'-10' SKIP	24	LF	$2.25	$54.00
6" WHITE 2'-4' SKIP	30	LF	$2.25	$67.50
24" WHITE STOP BAR	104	LF	$8.00	$832.00
12" SOLID WHITE	636	LF	$4.00	$2,544.00
4" SOLID WHITE	8,069	LF	$1.50	$12,103.50
4" SOLID BLUE	192	LF	$1.50	$288.00
BLUE HANDICAP SYMBOL	8	EA	$100.00	$800.00
FTP-21-06 HANDICAP SIGN (30" X 18")	8	EA	$200.00	$1,600.00
R1-1 "STOP" SIGN (30" X 30")	6	EA	$250.00	$1,500.00
R5-1 "DO NOT ENTER" SIGN (30" X 30")	4	EA	$250.00	$1,000.00
R8-3 "NO PARKING" SIGN (24" X 30")	2	EA	$225.00	$450.00
"EMERGENCY FIRE EXIT ONLY" SIGN (24" X 30")	2	EA	$225.00	$450.00
W11A-2 PEDESTRIAN CROSSING SIGN (30" X 30")	8	EA	$250.00	$2,000.00
	TOTAL PAVEMENT MARKING AND SIGNING			$24,017.50

WATER				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
FIRE HYDRANT ASSEMBLY (INCLUDES TEE AND GATE VALVE)	4	EA	$5,000.00	$20,000.00
BACTERIOLOGICAL SAMPLING POINT	6	EA	$500.00	$3,000.00
12" PVC WATER MAIN	1,490	LF	$72.00	$107,280.00
6" PVC WATER MAIN	121	LF	$27.00	$3,267.00
4" PVC WATER MAIN	41	LF	$20.00	$820.00
4" METER	1	EA	$2,000.00	$2,000.00
4" BACKFLOW PREVENTER	1	EA	$3,000.00	$3,000.00
6" DOUBLE DETECTOR CHECK VALVE	1	EA	$3,000.00	$3,000.00
REMOVE EXISTING PLUG AND CONNECT TO EXISTING WATER MAIN	2	EA	$1,500.00	$3,000.00
12" PLUG WITH 2" BLOW-OFF	3	EA	$750.00	$2,250.00
12" GATE VALVE	5	EA	$2,500.00	$12,500.00
6" GATE VALVE	2	EA	$1,200.00	$2,400.00
4" GATE VALVE	1	EA	$750.00	$750.00
12" X 12" TEE	3	EA	$1,600.00	$4,800.00
12" X 6" TEE	1	EA	$1,200.00	$1,200.00
12" X 4" TEE	1	EA	$800.00	$800.00
FIRE DEPARTMENT CONNECTION	1	EA	$1,500.00	$1,500.00
12" 45 DEGREE BAND	4	EA	$1,000.00	$4,000.00
12" 11.25 DEGREE BEND	2	EA	$800.00	$1,600.00
	TOTAL WATER			$177,167.00

SANITARY SEWER				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
MANHOLE 4' DIAMETER (8-10' DEPTH)	2	EA	$5,000.00	$10,000.00
8" PVC (8-10' DEPTH)	417	LF	$60.00	$25,020.00
6" PVC SERVICE LINE	603	LF	$15.00	$9,045.00
6" CLEANOUT	15	EA	$200.00	$3,000.00
CORE EXISTING STRUCTURE AND CONNECT	1	EA	$500.00	$500.00
PLUG INVERT	1	EA	$500.00	$500.00
	TOTAL SANITARY SEWER			$48,065.00
	SUM OF ALL ITEMS LISTED ABOVE			$1,339,415.00

Prepared By:		Chad Everett Edwards	Digitally signed by Chad Everett Edwards
Craven Thompson and Associates, Inc.	**Chad E. Edwards, P.E.**		Date: 2020.03.12 11:45:13 -04'00'
3563 N.W. 53rd Street, Fort Lauderdale FL 33309	**Senior Supervising Engineer**		
Florida Licensed Engineering, Surveying & Mapping Business No. 271	**Florida Registration No. 59306**		

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

CITY OF COOPER CITY
UTILITY/ENGINEERING DIVISION
SUBDIVIDER'S COMPLETION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Monterra MF, LLC,

Hereinafter called "Principal", whether one or more and PNC Bank, NA, a corporation duly authorized to issue letters of credit within the State of Florida, hereinafter called "Bank", are held and firmly bound unto the CITY OF COOPER CITY, a political subdivision of the State of Florida, hereinafter called the "District", for the use of said District in connection with improvements described in Exhibit "A", attached hereto and incorporated herein in its entirety, (which improvements may consist of, but are not necessarily limited to paving, curb and gutter grading, excavation, embankment, drainage culverts, and appurtenances, or other similar improvements, whether specifically mentioned herein or not, and whether or not particularly described by any attached documents) in the sum of one hundred eighty-one thousand seven hundred fifty-five dollars and twenty cents ($181,755.20) , lawful money of the United States of America. Said sum being one hundred ten per cent (110%) of the estimated construction cost of the improvements described in Exhibit "A" and which shall be prepared by a registered professional engineer in the State of Florida. Said estimate being part of Exhibit "A", to be paid unto said District, its successors and assigns, to which payment well and truly to be made we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Bank has issued Letter of Credit No. 18133207-00-000 in the amount of $ 181,755.20 dated June 03, 2020 on behalf of Principal, hereinafter called "Letter of Credit".

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully comply with, carry out, construct, erect and build the improvements referred to in Exhibit "A" hereof, in accordance with the aforesaid regulations of the District, the plans, specifications and schedules covering said work, and such improved additions, amendments or alterations as may be made in the plans, specifications and schedules for said work (it being understood that the Principal shall remain bound under this Agreement although not informed of any such additions, amendments or alterations), and shall complete all of said work on or before _____, and shall pay all costs as incurred and billed by the District in connection with the investigation, approval, and inspection of the improvements referred to in Exhibit "A" hereof; then the Principal of this Agreement shall promptly repair or replace any of said improvements to the original condition required by said District or any ordinances and regulations thereof, as amended, should the same because of defective material, engineering and/or faulty workmanship, require such repair or replacement within twelve (12) months after final inspection and approval of said improvements by the District, then this obligation shall be void, otherwise remaining in full force and effect. And the Principal on this Agreement, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the work or to the plans, specifications and schedules covering the same, or in the term or mode of payment for the same shall in any way affect the liability of payment under this Agreement, and it does hereby waive notice of any and all changes, extensions of time, alterations and additions to the work or to the plans, specifications and schedules covering said work.

This Agreement shall be for the use and benefit of the District if it shall elect to proceed with said work upon the failure or refusal of the Principal to do so by the date hereinabove specified, or any subsequent extension date agreed to by the Principal and the District, or in the event the Principal for any reason fails to complete the improvements described in Exhibit "A" to this Agreement and may be enforced by the District in the manner authorized by law.

The Bank further agrees to notify the District a minimum of thirty (30) days prior to cancellation or termination of the Letter of Credit. The Principal further agrees to notify the District of any change in ownership of all or part of the property described in Exhibit "B" to this Agreement.

That the District will have the right and authority to enter upon and cross over the property described in Exhibit "B" hereto for the purpose of inspecting these improvements, and in the event that the District determines that the improvements are not being timely completed by the Principal, notice will be given by the District to the Principal and the Principal will be given a period of fifteen (15) days from and after the mailing of such notice within which to commence construction of the improvements or obtain from the District, in writing, an extension, for good cause shown, of the time within which the improvements will be completed, failing which the District may at its option complete the improvements described in Exhibit "A" for and on behalf of the Principal.

That in the event the District is required to complete the improvements described in Exhibit "A" on behalf of the Principal, then and in such event, the District shall be deemed to have a lien against the property described in Exhibit "B" which lien shall be inferior only to any existing first mortgage then encumbering said property, ad valorem taxes and such other liens, impositions and assessments as may be given priority by applicable statutes, and said liens shall be for all such costs incurred by the District together with interest thereon computed at ten per cent (10%) per annum. In the further event that the District is required to foreclose this lien, then and in such event, the District will be entitled to payment of any costs or attorney's fees incurred in connection with such foreclosure or collection proceedings, whether suit be brought or not; and the Principal and Bank, jointly and severally, shall be liable for same.

Should the Principal subdivide the property described in Exhibit "B" hereto, the Principal's obligations under this Agreement to complete the improvements in Exhibit "A" shall devolve upon the individual purchasers of the subdivided parcels, their heirs, successors and assigns, and shall be a covenant to run with the land. Regardless of whether or not the Principal subdivides the property described in Exhibit "B" hereto, their obligation to complete the improvements described in Exhibit "A" hereto shall be binding upon its heirs, successors and assigns, regardless of how their heirs, successors or assigns came into ownership and shall be a covenant running with the land. If construction of the improvements described in Exhibit "A" attached hereto is not substantially commenced within one (1) year from the date of this Agreement, the Principal shall submit, prior to this one (1) year period, revised cost estimates to the District for review. Following this review, if the District so requires, the Principal shall submit a revised Subdivider's Letter of Credit based on the revised cost estimate. If the Principal fails to comply with this paragraph, this Agreement shall be null and void and of no further force and effect and all previous approvals of the District shall be cancelled effective one (1) year from the date of the Letter of Credit.

This agreement shall be governed by the laws of the State of Florida.

This agreement shall be placed upon the public records of Broward County, Florida, the Principal to bear the cost.

IN WITNESS WHEREOF, the Principal and Bank have caused these presents to be duly executed on this ___ day of _____, 20___.

Corporate Seal

Attest: _____

Principal

By: _____

ANDY BURNHAM

Corporate Seal

Attest: _____

Bank

By: _____

Michael Reale Vice Pres

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Andy Burnham of Monterra MF, LLC, to me known to be the person described in and who executed the foregoing Subdivider's Completion Agreement and acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of June, 2020.

My Commission Expires:

ANDREA B. CONNOR
MY COMMISSION # GG 307865
EXPIRES: March 7, 2023
Bonded Thru Notary Public Underwriters

Notary Public

STATE OF FLORIDA
COUNTY OF BROWARD

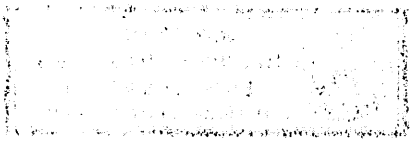
I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Michael Ryle of PNC Bank, to me known to be the person described in and who executed the foregoing Subdivider's Completion Agreement and acknowledged before me that they executed the same.

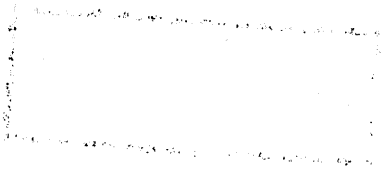
WITNESS my hand and official seal in the County and State last aforesaid this 5th day of June, 2020.

My Commission Expires:

PHILIP MARTIN HANAKA
Notary Public - State of Florida
Commission # GG 917724
My Comm. Expires Oct 4, 2023
Bonded through National Notary Assn.

Notary Public





CENTRAL BROWARD WATER CONTROL DISTRICT

8020 STIRLING ROAD (DAVIE)
HOLLYWOOD, FLORIDA 33024
TELEPHONE: (954) 432-5110
FAX: (954) 432-8603
E-Mail: districtmanager@centralbrowardwcd.org
www.centralbrowardwcd.org

May 11, 2022

Fabio A. Rodriguez
Vice President
CC Residential
2020 Salzedo Street, Ste. 200
Coral Gables, FL 33134

Re: Monterra Active Adult Residences LOC 18133206-00-000
Release and Replace Cash Bond - $ 306,400.33

Dear Mr. Rodriguez:

Please be advised that the As-built of the project Monterra Active Adult Residences was approved by the Board of Commissioners of the Central Broward Water Control District at their regularly scheduled meeting on Wednesday, October 23, 2019. Central Broward Water Control District has agreed to release the above-referenced Letter of Credit # 18133206-00-000 for the amount of $1,225,601.30. This Letter of Credit has been replaced with Cash Bond which representing 25% of the released amount of $ 306,400.33. The City of Cooper City will hold the cash bond, this security is joint with the City of Cooper City and subject to their approval. We strongly suggest that this release be recorded immediately.

Should you require additional information, please call at 954-432-5110.

Sincerely,

Michael Crowley
District Manager

MC/cd
Enclosures
CC: City of Cooper City
PNC Bank

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

Prepared By: Central Broward Water Control District
8020 Stirling Road
Hollywood, FL 33024

Return to: Fabio A. Rodriguez
Vice President
CC Residential
2020 Salzedo Street, Ste. 200
Coral Gables, FL 33134

Project Name: Monterra Active Adult Residences

CBWCD Permit Number: W-371

RELEASE OF SUBDIVIDER'S COMPLETION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the CENTRAL BROWARD WATER CONTROL DISTRICT, a political subdivision existing under the laws of the State of Florida, the owner and holder of a certain Subdivider's Completion Agreement # 18133206-00-000 executed by Monterra MF, LLC. as Principal, and by PNC Bank, NA as bank, to CENTRAL BROWARD WATER CONTROL DISTRICT (fka CENTRAL BROWARD DRAINAGE DISTRICT) being dated the 17_day of June, 2020, recorded in Official Records Book _N/A_ Page _#2, or Official Records Instrument No. 116557937 in the Office of the Country Administrator of Broward County, State of Florida, for the sum of one million two hundred twenty five thousand six hundred one dollars & thirty cents 30/100 Dollars ($1,225,601.30) and certain promises and obligations set forth in said State and County described as follows, to wit:

See attached

hereby acknowledges that all obligations under the aforestated Subdivider's Completion Agreement have been satisfied and that said Subdivider's Completion Agreement is hereafter of no force and effect.

IN WITNESS WHEREOF, the said CENTRAL BROWARD WATER CONTROL DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its proper officers thereunto duly authorized, the 12 day of May, 2022.

Corporate Seal
DISTRICT

CENTRAL BROWARD WATER CONTROL

BY: _____
Secretary

Signed, sealed and delivered

in the presence of: Ashley Foster
Ashley Foster

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of May, 2022, by Michael Crowley as District Manager for CENTRAL BROWARD WATER CONTROL DISTRICT, a political subdivision of the State of Florida.

_____
(Signature of Notary Public - State of Florida)

Carmen Del Aguila
(Print, Type, or Stamp Commissioned Name of Notary Public)

CARMEN M. DELAGUILA
Commission # HH 243457
Expires May 1, 2026

X Personally Known
_____ Produced Identification
Type of Identification Produced _____

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910





Monterra Active Adult Resi

Meeting Date: 08/22/2023 Item #6.

INSTR # 116557937
Recorded 06/17/20 at 10:49 AM
Broward County Commission
9 Page(s)
#2

Please return to:
Central Broward Water Control District
8020 Stirling Road
Hollywood, FL 33024

Rejected 9/1/22

CENTRAL BROWARD WATER CONTROL DISTRICT
SUBDIVIDER'S COMPLETION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Monterra MF, LLC,

Hereinafter called "Principal", whether one or more and PNC Bank, NA,
a corporation duly authorized to issue letters of credit within the State of Florida, hereinafter called "Bank", are held and firmly bound unto the CENTRAL BROWARD WATER CONTROL DISTRICT AND THE CITY OF COOPER CITY, a political subdivision of the State of Florida, hereinafter called the "District", for the use of said District in connection with improvements described in Exhibit "A", attached hereto and incorporated herein in its entirety (which improvements may consist of, but are not necessarily limited to paving, curb and gutter grading, excavation, embankment, drainage culverts, and appurtenances, or other similar improvements, whether specifically mentioned herein or not, and whether or not particularly described by any attached document(s) in the sum of one million two hundred twenty-five thousand six hundred one dollars & thirty cents ($ 1,225,601.30) lawful money of the United States of America. Said sum being one hundred ten per cent (110%) of the estimated construction cost of the improvements described in Exhibit "A" and which shall be prepared by a registered professional engineer in the State of Florida. Said estimate being part of Exhibit "A", to be paid unto said District, its successors and assigns, to which payment well and truly to be made we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Bank has issued Letter of Credit No. 18133206-00-000 in the amount of $ 1,225,601.30
dated June 03, 2020 on behalf of Principal, hereinafter called "Letter of Credit".



NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully comply with, carry out, construct, erect and build the improvements referred to in Exhibit "A" hereof, in accordance with the aforesaid regulations of the District, the plans, specifications and schedules covering said work, and such improved additions, amendments or alterations as may be made in the plans, specifications and schedules for said work (it being understood that the Principal shall remain bound under this Agreement although not informed of any such additions, amendments or alterations), and shall complete all of said work on or before N/A, and shall pay all costs as incurred and billed by the District in connection with the investigation, approval, and inspection of the improvements referred to in Exhibit "A" hereof; then the Principal of this Agreement shall promptly repair or replace any of said improvements to the original condition required by said District or any ordinances and regulations thereof, as amended, should the same because of defective material, engineering and/or faulty workmanship, require such repair or replacement within twelve (12) months after final inspection and approval of said improvements by the District, then this obligation shall be void, otherwise remaining in full force and effect. And the Principal on this Agreement, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the work or to the plans, specifications and schedules covering the same, or in the term or mode of payment for the same shall in any way affect the liability of payment under this Agreement, and it does hereby waive notice of any and all changes, extensions of time, alterations and additions to the work or to the plans, specifications and schedules covering said work.

This Agreement shall be for the use and benefit of the District if it shall elect to proceed with said work upon the failure or refusal of the Principal to do so by the date hereinabove specified, or any subsequent extension date agreed to by the Principal and the District, or in the event the Principal for any reason fails to complete the improvements described in Exhibit "A" to this Agreement and may be enforced by the District in the manner authorized by law.

The Bank further agrees to notify the District a minimum of thirty (30) days prior to cancellation or termination of the Letter of Credit. The Principal further agrees to notify the District of any change in ownership of all or part of the property described in Exhibit "B" to this Agreement.

That the District will have the right and authority to enter upon and cross over the property described in Exhibit "B" hereto for the purpose of inspecting these improvements, and in the event that the District determines that the improvements are not being timely completed by the Principal, notice will be given by the District to the Principal and the Principal will be given a period of fifteen (15) days from and after the mailing of such notice within which to commence construction of the improvements or obtain from the District, in writing, an extension, for good cause shown, of the time within which the improvements will be completed, failing which the District may at its option complete the improvements described in Exhibit "A" for and on behalf of the Principal.

That in the event the District is required to complete the improvements described in Exhibit "A" on behalf of the Principal, then and in such event, the District shall be deemed to have a lien against the property described in Exhibit "B" which lien shall be inferior only to any existing first mortgage then encumbering said property, ad valorem taxes and such other liens, impositions and assessments as may be given priority by applicable statutes, and said liens shall be for all such costs incurred by the District together with interest thereon computed at ten per cent (10%) per annum. In the further event that the District is required to foreclose this lien, then and in such event, the District will be entitled to payment of any costs or attorney's fees incurred in connection with such foreclosure or collection proceedings, whether suit be brought or not; and the Principal and Bank, jointly and severally, shall be liable for same.

Should the Principal subdivide the property described in Exhibit "B" hereto, the Principal's obligations under this Agreement to complete the improvements in Exhibit "A" shall devolve upon the individual purchasers of the subdivided parcels, their heirs, successors and assigns, and shall be a covenant to run with the land. Regardless of whether or not the Principal subdivides the property described in Exhibit "B" hereto, their obligation to complete the improvements described in Exhibit "A" hereto shall be binding upon its heirs, successors and assigns, regardless of how their heirs, successors or assigns came into ownership and shall be a covenant running with the land. If construction of the improvements described in Exhibit "A" attached hereto is not substantially commenced within one (1) year from the date of this Agreement, the Principal shall submit, prior to this one (1) year period, revised cost estimates to the District for review. Following this review, if the District so requires, the Principal shall submit a revised Subdivider's Letter of Credit based on the revised cost estimate. If the Principal fails to comply with this paragraph, this Agreement shall be null and void and of no further force and effect and all previous approvals of the District shall be cancelled effective one (1) year from the date of the Letter of Credit.

This agreement shall be governed by the laws of the State of Florida.

This agreement shall be placed upon the public records of Broward County, Florida, the Principal to bear the cost.

IN WITNESS WHEREOF, the Principal and Bank have caused these presents to be duly executed on this 9 day of June, 2022.

Corporate Seal

Attest: _____

Principal

By: _____
ANDY BUBNIAK

Corporate Seal

Attest: _____
PHILIP HARAIS

Bank

By: _____
Michael Reale, Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Andy Burnham of Monterra MF, LLC, to me known to be the person described in and who executed the foregoing Subdivider's Completion Agreement and acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of June, 2020

My Commission Expires:

ANDREA B. CONNOR
MY COMMISSION # GG 307865
EXPIRES: March 7, 2023
Bonded Thru Notary Public Underwriters

Notary Public

STATE OF FLORIDA
COUNTY OF BROWARD

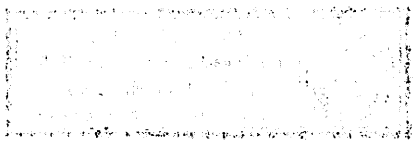
I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Michael Reale of PNC BANK, to me known to be the person described in and who executed the foregoing Subdivider's Completion Agreement and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of June, 2020

My Commission Expires:

PHILIP MARTIN HANAKA
Notary Public - State of Florida
Commission # GG 917724
My Comm. Expires Oct 4, 2023
Bonded through National Notary Assn.

Notary Public



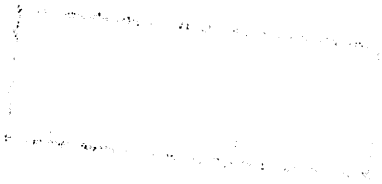


Exhibit "F"

JOINDER AND CONSENT OF MORTGAGEE

PNC BANK, NATIONAL ASSOCIATION ("Mortgagee") is the owner and holder of that certain Mortgage and Security Agreement dated June 3, 2020, recorded on June 5, 2020, from Monterra MF, LLC, a Florida limited liability company in favor of Mortgagee, which is recorded in the Official Records, Instrument Number 116538253 of the Public Records of Broward County, Florida (the "Mortgage") and does hereby join in and consent to the execution and recordation of the foregoing Grant of Easement (the "Easement") in favor of the City of Cooper City, a municipal corporation of the State of Florida, to which this Joinder and Consent of Mortgagee is attached.

This Joinder and Consent of Mortgagee shall be binding upon and shall inure to the benefit of the successors and assigns of the Mortgagee.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Easement, any of its terms or provisions, or the legal sufficiency thereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 28th day of Aug, 2022.

WITNESSES:

Print Name: Philip Hanaka

Print Name: Lisa Dominguez

PNC BANK, NATIONAL ASSOCIATION

By:
Name: Christian C. Hayes
Title: Assistant Vice President
Date:

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 28th day of Aug, 2022, by Christian C. Hayes, as Assistant Vice President of PNC BANK, NATIONAL ASSOCIATION, who is personally known to me or who produced _____ as identification on behalf of the bank.

My commission expires:

PHILIP MARTIN HANAKA
Notary Public - State of Florida
Commission # GG 917724
My Comm. Expires Oct 4, 2023
Bonded through National Notary Assn.

NOTARY PUBLIC, State of Florida at Large

Print Name Philip Hanaka

Americas 91000520

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

BILL OF SALE

KNOW ALL BY THESE PRESENTS that **MONTERRA MF, LLC**, a Florida limited liability company (hereinafter called "**GRANTOR**"), which term shall include the singular or plural as the context shall require, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid and delivered by the **CITY OF COOPER CITY, FLORIDA**, a political subdivision of the State of Florida, hereinafter called "**GRANTEE**"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto Grantee, its successors and assigns, the following:

All water and sewer facilities built and constructed to serve **MONTERRA AA**, located at 3991 NW 82 Avenue, Cooper City, 33024 in Broward County, Florida, as shown on **Exhibit "A"** attached hereto and made a part hereof and as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the **GRANTEE**, its successors and assigns forever. **GRANTOR** does covenant to and with the **GRANTEE**, its successors and assigns, that **GRANTOR** is the lawful owner of the above described; that said property is free from all encumbrances; that **GRANTOR** has good right to sell the same aforesaid; that the **GRANTOR** will warrant and defend the sale of the said property unto the **GRANTEE**, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

WITNESSETH:

Signature

Mayda Palaez
Print name

Signature

JD Ann Geisl
Print name

MONTERRA MF, LLC, a Florida Limited Liability Company

By: _____
Signature

ANDY BURNHAM
Print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On the 13 day of October, 2021, before me, the undersigned, personally appeared Andy Burnham of MONTERRA MF, LLC, a Florida limited liability company, on behalf of the company, who acknowledged that he executed the foregoing instrument. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 3.28.25

KRYSTAL VAZQUEZ
Commission # HH 087646
Expires March 28, 2025
Bonded Thru Budget Notary Services

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCELS "B" AND "C-2", "MONTERRA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 155 THRU 168, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "C-2", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.64°07'47"W.;

THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL " C-2" , ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°46'23" AND A RADIUS OF 2,964.79 FEET FOR AN ARC DISTANCE OF 40.00 FEET, TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL " C-2" ;

THENCE S.64°07'47"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 223.80 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.64°07'47"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 119.46 FEET, TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 95°21'55" AND A RADIUS OF 36.00 FEET FOR AN ARC DISTANCE OF 59.92 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE S.59°38'53"W., A DISTANCE OF 60.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.58°45'52" E.;

THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 95°44'55" AND A RADIUS OF 36.00 FEET FOR AN ARC DISTANCE OF 60.16 FEET, TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 25°33'34" AND A RADIUS OF 645.00 FEET FOR AN ARC DISTANCE OF 287.73 FEET, TO A POINT ON ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.15°51'01" E.;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 55°11'27" AND A RADIUS OF 355.00 FEET FOR AN ARC DISTANCE OF 341.96 FEET, TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°06'00" AND A RADIUS OF 923.39 FEET FOR AN ARC DISTANCE OF 275.59 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE N.58°21'58"E., A DISTANCE OF 150.53 FEET;

THENCE N.31°38'02"W., A DISTANCE OF 52.47 FEET;

THENCE N.58°21'58"E., A DISTANCE OF 313.54 FEET;

THENCE N.31°38'02"W., A DISTANCE OF 614.11 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING IN BROWARD COUNTY, FLORIDA.

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

EXHIBIT B
Monterra Active Adult
Bill of Sale

		Cost of Materials			
Description	Div	Quantity	Units	Unit Price	Amount
WATER					
FIRE HYDRANT ASSEMBLY (INCLUDES TEE AND GATE VALVE)	02-500 Utility Services	4.00	EA	$ 4,950.00	$ 19,800.00
BACTERIOLOGICAL SAMPLING POINT	02-500 Utility Services	6.00	EA	$ 270.00	$ 1,620.00
12" PVC WATER MAIN	02-500 Utility Services	1,540.00	LF	$ 36.00	$ 55,440.00
6" PVC WATER MAIN	02-500 Utility Services	60.00	LF	$ 31.50	$ 1,890.00
4" PVC WATER MAIN	02-500 Utility Services	30.00	LF	$ 36.00	$ 1,080.00
4" METER BOX	02-500 Utility Services	-		$ -	$ -
4" BACKFLOW PREVENTER (RPZ)	02-500 Utility Services	1.00	EA	$ 4,500.00	$ 4,500.00
4" BUILDING RISER	02-500 Utility Services	1.00	EA	$ 1,080.00	$ 1,080.00
6" FIRE LINE	02-500 Utility Services	-		$ -	$ -
6" BUILDING RISER	02-500 Utility Services	-		$ -	$ -
6" DOUBLE DETECTOR CHECK VALVE	02-500 Utility Services	-		$ -	$ -
FIRE LINE FITTINGS	02-500 Utility Services	-		$ -	$ -
FIRE LINE CERT	02-500 Utility Services	-		$ -	$ -
REMOVE EXISTING PLUG AND CONNECT TO EXISTING WATER MAIN	02-500 Utility Services	2.00	EA	$ 1,485.00	$ 2,970.00
12" PLUG WITH 2" BLOW-OFF	02-500 Utility Services	-		$ -	$ -
12" GATE VALVE	02-500 Utility Services	10.00	EA	$ 2,250.00	$ 22,500.00
6" GATE VALVE	02-500 Utility Services	2.00	EA	$ 1,350.00	$ 2,700.00
4" GATE VALVE	02-500 Utility Services	1.00	EA	$ 1,080.00	$ 1,080.00
12" X 12" TEE	02-500 Utility Services	17.00	EA	$ 1,080.00	$ 18,360.00
12" X 6" TEE	02-500 Utility Services	-		$ -	$ -
12" X 4" TEE	02-500 Utility Services	3.00	EA	$ 450.00	$ 1,350.00
FIRE DEPARTMENT CONNECTION	02-500 Utility Services	-		$ -	$ -
12" 45 DEGREE BEND	02-500 Utility Services	-		$ -	$ -
12" 11.25 DEGREE BEND	02-500 Utility Services	-		$ -	$ -
FILL & FLUSH	02-500 Utility Services	1.00	EA	$ 2,610.00	$ 2,610.00
1st Lift Pressure Test & Certification	02-500 Utility Services				$ -
		-		$ -	$ -
SANITARY		-		$ -	$ -
MANHOLE 4' DIAMETER (8-10' DEPTH)	02-500 Utility Services	2.00	EA	$ 3,500.00	$ 7,000.00
8" PVC (8-10' DEPTH)	02-500 Utility Services	417.00	LF	$ 35.00	$ 14,595.00
8" PVC (10-12' DEPTH)	02-500 Utility Services	-		$ -	$ -
6" PVC SERVICE LINE	02-500 Utility Services	600.00	LF	$ 25.00	$ 15,000.00
6" CLEANOUT	02-500 Utility Services	12.00	EA	$ 833.33	$ 10,000.00
UPGRADE EXISTING LIFT STATION	02-500 Utility Services	Excluded		$ -	$ -
CORE EXISTING STRUCTURE AND CONNECT	02-500 Utility Services	1.00	EA	$ 6,000.00	$ 6,000.00
PLUG INVERT	02-500 Utility Services	-		$ -	$ -
SANITARY SEWER SERVICE	02-500 Utility Services	5.00	EA	$ 500.00	$ 2,500.00
SANITARY SEWER SERVICE CONNECTION TO EXISTING	02-500 Utility Services	1.00	LS	$ 3,000.00	$ 3,000.00
PRE/POST TV EX SWR @ CONNECTION	02-500 Utility Services	-		$ -	$ -
SEWER CERTIFICATION PER ASPHALT LIFT (2 TOTAL)	02-500 Utility Services	-		$ -	$ -
Rim Elevation Adjustment	02-500 Utility Services	-		$ -	$ -
		-			
		-			
Grand Total					$ 195,075.00

Prepared By:
Impact Site Development
1700 South Dixie Highway #505
Boca Raton, FL 33432

Ricardo Franco
Date: 11/24/21

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

Exhibit "B"

FOR: CC RESIDENTIAL CONSTRUCTION, LLC

SKETCH AND DESCRIPTION
15' SANITARY SEWER EASEMENT

LEGAL DESCRIPTION:

A 15-FOOT WIDE SANITARY SEWER MAIN UTILITY EASEMENT BEING A PORTION OF PARCELS "B" AND "C-2", "MONTERRA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 155 THRU 168, SAID PARCEL ALSO BEING A PORTION OF PARCEL "C-2A", ACCORDING TO THAT CERTAIN AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT, RECORDED IN OFFICIAL RECORDS BOOK 49418, PAGE 405, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "C-2", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 64°07'47" WEST; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL "C-2" ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°46'23" AND A RADIUS OF 2,964.79 FEET FOR AN ARC DISTANCE OF 40.00 FEET, TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL "C-2"; THENCE SOUTH 64°07'47" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 223.80 FEET; THENCE SOUTH 31°38'02" EAST, A DISTANCE OF 614.11 FEET; THENCE SOUTH 58°21'58" WEST, A DISTANCE OF 313.54 FEET; THENCE SOUTH 31°38'02" EAST, A DISTANCE OF 52.47 FEET; THENCE SOUTH 58°21'59" WEST, A DISTANCE OF 79.26 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 51°15'34" WEST, A DISTANCE OF 94.32 FEET; THENCE NORTH 26°59'59" WEST, A DISTANCE OF 274.88 FEET; THENCE NORTH 03°37'51" EAST, A DISTANCE OF 71.02 FEET; THENCE NORTH 59°31'09" WEST, A DISTANCE OF 229.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE FOR MONTERRA BOULEVARD AND THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND AT THE POINT OF BEGINNING AND THE POINT OF TERMINATION TO FORM A CLOSED GEOMETRIC FIGURE.

SAID EASEMENT SITUATE WITHIN THE CITY OF COOPER CITY, BROWARD COUNTY, FLORIDA, AND CONTAINING 10,045 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON SOUTH 64°07'47" WEST, ALONG THE NORTH BOUNDARY LINE OF PARCEL "C-2", "MONTERRA PLAT", RECORDED IN PLAT BOOK 175, PAGE 155 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

2. THE 15-FOOT-WIDE WATER MAIN EASEMENT SHOWN HEREON IS BASED ON AS-BUILTS MEASURED AND PROVIDED BY "LANNES & GARCIA"; CRAVEN-THOMSON HAS NOT VERIFIED THE LOCATION OF THE NEWLY INSTALLED WATER MAIN BEING DESCRIBED HEREON.

3. THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

RICHARD G. CRAWFORD CERTIFICATE NO. 5371 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

CRAVEN THOMPSON & ASSOCIATES, INC. LICENSED BUSINESS NUMBER #271

Digitally signed by Richard G. Crawford JR.
Date: 2021.10.18 08:05:15 -04'00'

RICHARD G. CRAWFORD, JR. – FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 5371
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

LEGEND

B.C.R.	BROWARD COUNTY RECORD
L	ARC LENGTH
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
R	RADIUS
Δ	CENTRAL ANGLE

R:\SURVEY\2010\10-0026-001-20 UTILITY EASEMENTS\DRAWINGS\SKETCH_AND_DESC\10-0026-001-20 SAN ESMT

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271

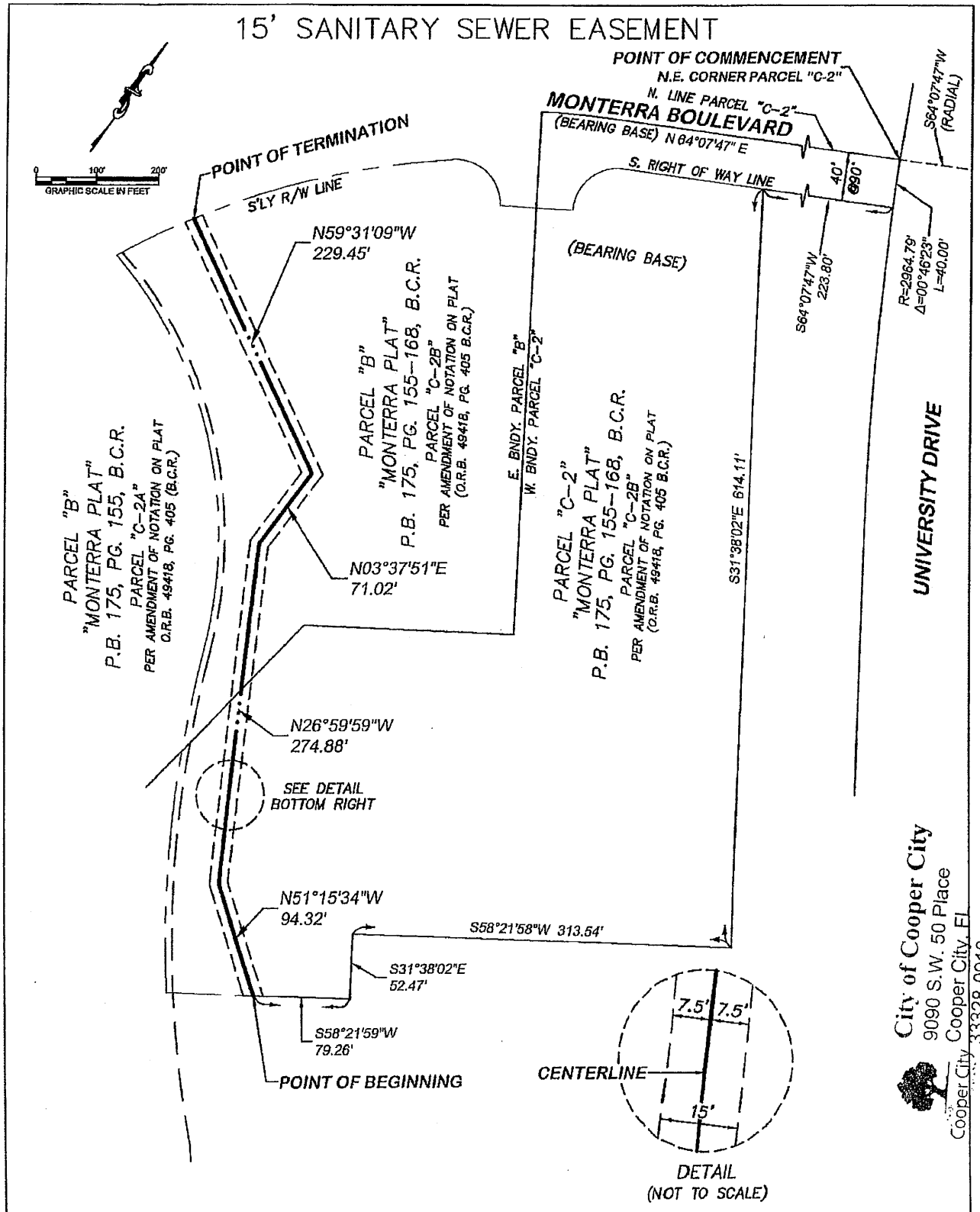
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT © 2021

JOB NO.: 10-0026-001-20	SHEET 1 OF 2 SHEETS	
DRAWN BY: RY	F.B. N/A	PG. N/A
CHECKED BY: RGC	DATED: 10-13-21	

Cooper City

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

15' SANITARY SEWER EASEMENT



City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
Cooper City 33328-0910

R:\SURVEY\2010\10-0026-001-20 UTILITY EASEMENTS\DRAWINGS\SKETCH_AND_DESC\10-0026-001-20 SAN ESMT

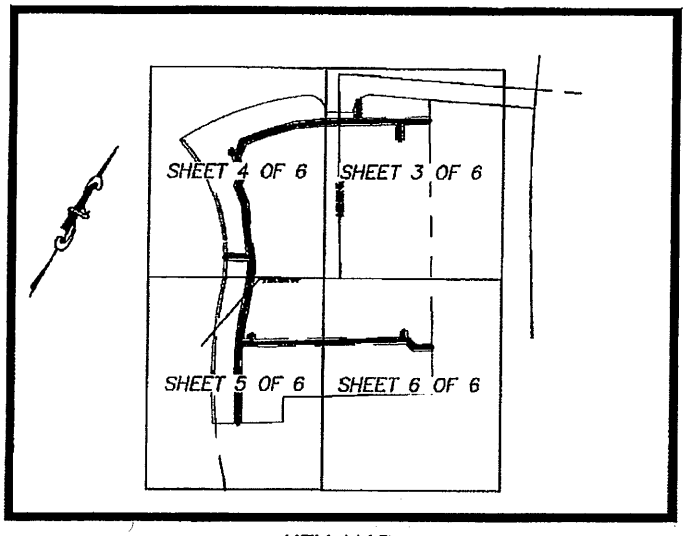
CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS · PLANNERS · SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2021

JOB NO.: 10-0026-001-20	SHEET 2 OF 2 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RC	DATED: 10-13-21

FOR: CC RESIDENTIAL CONSTRUCTION, LLC

SKETCH AND DESCRIPTION
15' WATERLINE EASEMENT



KEY MAP
(NOT TO SCALE)

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
Cooper City 33328-0910

NOTES:

THE BEARINGS SHOWN HEREON ARE BASED ON SOUTH 64°07'47" WEST, ALONG THE NORTH BOUNDARY LINE OF PARCEL "C-2", "MONTERRA PLAT", RECORDED IN PLAT BOOK 175, PAGE 155 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THE 15-FOOT-WIDE WATER MAIN EASEMENT SHOWN HEREON IS BASED ON AS-BUILTS MEASURED AND PROVIDED BY "LANNES & GARCIA"; CRAVEN-THOMSON HAS NOT VERIFIED THE LOCATION OF THE NEWLY INSTALLED WATER MAIN BEING DESCRIBED HEREON.

THIS SKETCH AND DESCRIPTION CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271
RICHARD G. CRAWFORD JR. LICENSED NO. 5371 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Richard G. Crawford JR.
Date: 2021.10.18 08:06:56 -04'00'

RICHARD G. CRAWFORD, JR. – FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 5371
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

LEGEND

B.C.R.	BROWARD COUNTY RECORDS
L	ARC LENGTH
O.R.B.	OFFICAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R	RADIUS
Δ	CENTRAL ANGLE

R:\SURVEY\2010\10-0026-001-20 UTILITY EASEMENTS\DRAWINGS\SKETCH_AND_DESC\10-0026-001-20 EASEMENT

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

CRAVEN • THOMPSON & ASSOCIATES, INC.
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JOB NO.: 10-0026-001-20	SHEET 1 OF 6 SHEETS	
DRAWN BY: RY	F.B. N/A	PG. N/A
CHECKED BY: RGC	DATED: 10/13/21	

LEGAL DESCRIPTION: 15' WATERLINE EASEMENT

A 15-FOOT WIDE WATER MAIN UTILITY EASEMENT BEING A PORTION OF PARCELS "B" AND "C-2", "MONTERRA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 155 THRU 168, SAID PARCEL ALSO BEING A PORTION OF PARCELS "C-2A" AND "C-2B", ACCORDING TO THAT CERTAIN AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT, RECORDED IN OFFICIAL RECORDS BOOK 49418, PAGE 405. ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE CENTERLINES OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "C-2", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 64°07'47" WEST; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL "C-2" ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°46'23" AND A RADIUS OF 2,964.79 FEET FOR AN ARC DISTANCE OF 40.00 FEET, TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL "C-2"; THENCE S.64°0747"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 223.80 FEET; THENCE SOUTH 31°38'02" EAST., A DISTANCE OF 44.24 FEET, TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 58°21'41" WEST, A DISTANCE OF 61.27 FEET TO REFERENCE POINT "A"; THENCE SOUTH 58°21'41" WEST, A DISTANCE OF 88.23 FEET TO REFERENCE POINT "B"; THENCE CONTINUE SOUTH 58°21'41" WEST, A DISTANCE OF 10.71 FEET; THENCE SOUTH 58°20'47" WEST, A DISTANCE OF 61.24 FEET; THENCE SOUTH 53°29'43" WEST, A DISTANCE OF 65.12 FEET; THENCE SOUTH 43°47'34" WEST, A DISTANCE OF 65.12 FEET; THENCE SOUTH 38°56'30" WEST, A DISTANCE OF 45.50 FEET; THENCE SOUTH 06°52'43" EAST, A DISTANCE OF 30.92 FEET TO REFERENCE POINT "C"; THENCE CONTINUE SOUTH 06°52'43" EAST, A DISTANCE OF 5.47 FEET; THENCE SOUTH 45°20'09" EAST, A DISTANCE OF 40.31 FEET; THENCE SOUTH 09°06'10" EAST, A DISTANCE OF 20.38 FEET; THENCE SOUTH 53°53'55" EAST, A DISTANCE OF 38.88 FEET; THENCE SOUTH 37°24'28" EAST, A DISTANCE OF 112.65 TO FEET REFERENCE POINT "D"; THENCE SOUTH 37°24'28" EAST, A DISTANCE OF 18.09 FEET; THENCE SOUTH 28°01'35" EAST, A DISTANCE OF 8.57 FEET; THENCE SOUTH 23°46'30" EAST, A DISTANCE OF 35.89 FEET; THENCE SOUTH 19°16'52" EAST, A DISTANCE OF 69.29 FEET; THENCE SOUTH 22°28'53" EAST, A DISTANCE OF 33.29 FEET; THENCE SOUTH 25°30'21" EAST, A DISTANCE OF 14.98 FEET TO REFERENCE POINT "E"; THENCE CONTINUE SOUTH 25°30'21" EAST, A DISTANCE OF 25.67 FEET; THENCE SOUTH 29°11'48" EAST, A DISTANCE OF 49.53 FEET; THENCE SOUTH 31°38'28" EAST, A DISTANCE OF 93.61 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 30°39'35" EAST., A DISTANCE OF 40.04 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "B"; THENCE NORTH 31°39'13" WEST, A DISTANCE OF 44.20 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE FOR MONTERRA BOULEVARD AND THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "C"; THENCE SOUTH 85°25'54" WEST, A DISTANCE OF 18.65 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "D"; THENCE SOUTH 52°35'32" WEST, A DISTANCE OF 12.75 FEET; THENCE SOUTH 60°04'14" WEST, A DISTANCE OF 43.34 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "C-2B" AND THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "E"; THENCE NORTH 63°27'18" EAST, A DISTANCE OF 24.22 FEET TO REFERENCE POINT "F"; THENCE CONTINUE NORTH 63°27'18" EAST, A DISTANCE OF 1.73 FEET; THENCE NORTH 60°01'37" EAST, A DISTANCE OF 27.84 FEET; THENCE NORTH 58°20'47" EAST, A DISTANCE OF 293.22 FEET TO REFERENCE POINT "G"; THENCE CONTINUE NORTH 58°20'47" EAST, A DISTANCE OF 6.75 FEET; THENCE SOUTH 76°38'02" EAST, A DISTANCE OF 22.13 FEET; THENCE NORTH 58°21'58" EAST, A DISTANCE OF 35.77 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "F"; THENCE NORTH 27°55'04" WEST, A DISTANCE OF 18.14 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "G"; THENCE NORTH 31°39'13" WEST, A DISTANCE OF 19.70 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND AT ALL POINTS OF TERMINUS AND POINTS OF BEGINNING TO FORM A CLOSE GEOMETRIC FIGURE.

SAID EASEMENT SITUATE WITHIN THE CITY OF COOPER CITY, BROWARD COUNTY, FLORIDA, AND CONTAINING 23,323 SQUARE FEET, MORE OR LESS.

R:\SURVEY\2010\10-0026-001-20 UTILITY EASEMENTS\DRAWINGS\SKETCH_AND_DESC\10-0026-001-20

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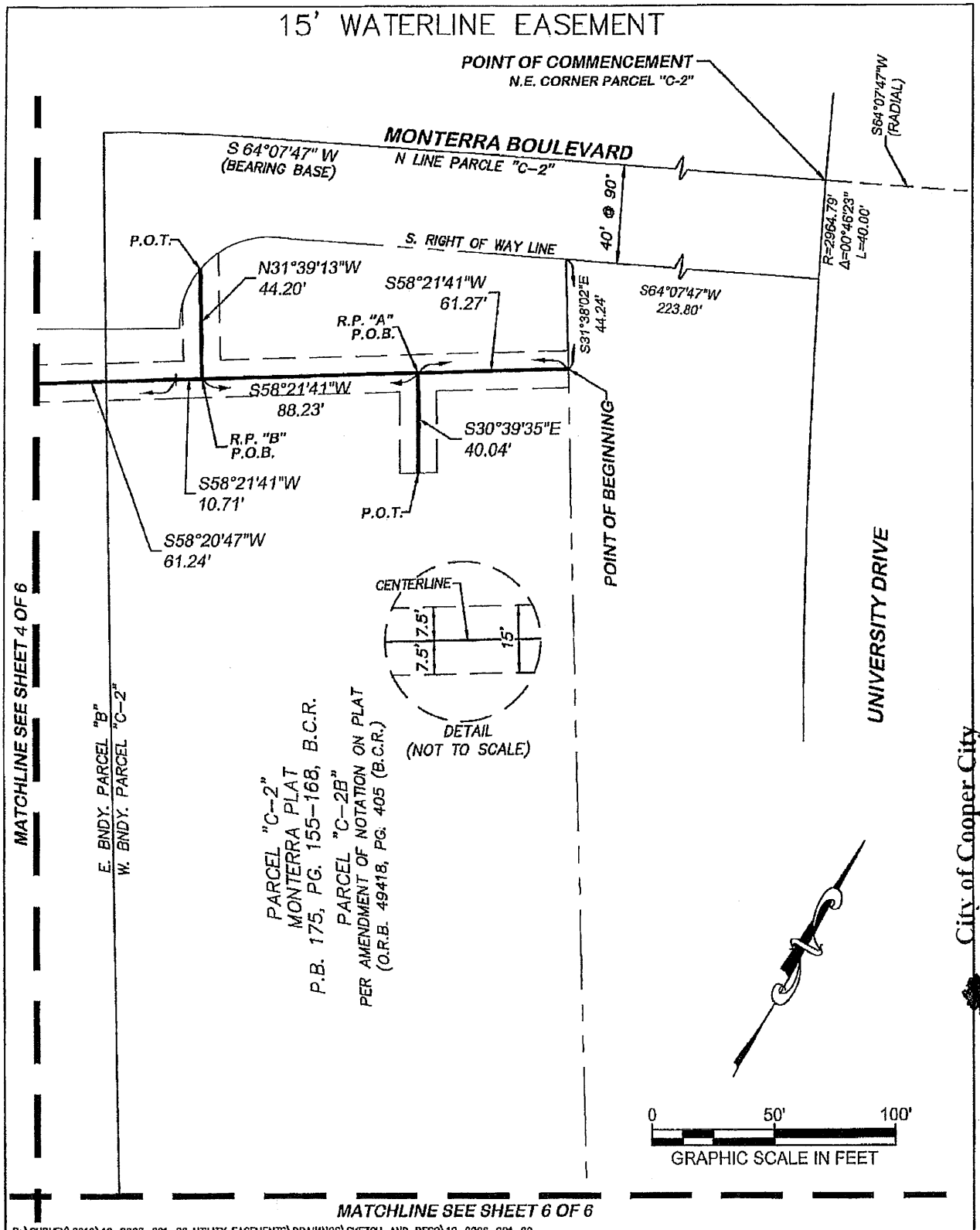
JOB NO.: 10-0026-001-20	SHEET 2 OF 6 SHEETS	
DRAWN BY: RY	F.B. N/A	PG. N/A
CHECKED BY: RGC	DATED: 10/13/21	

15' WATERLINE EASEMENT



City of Cooper City
9090 S.W. 50 Place
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33328-0910

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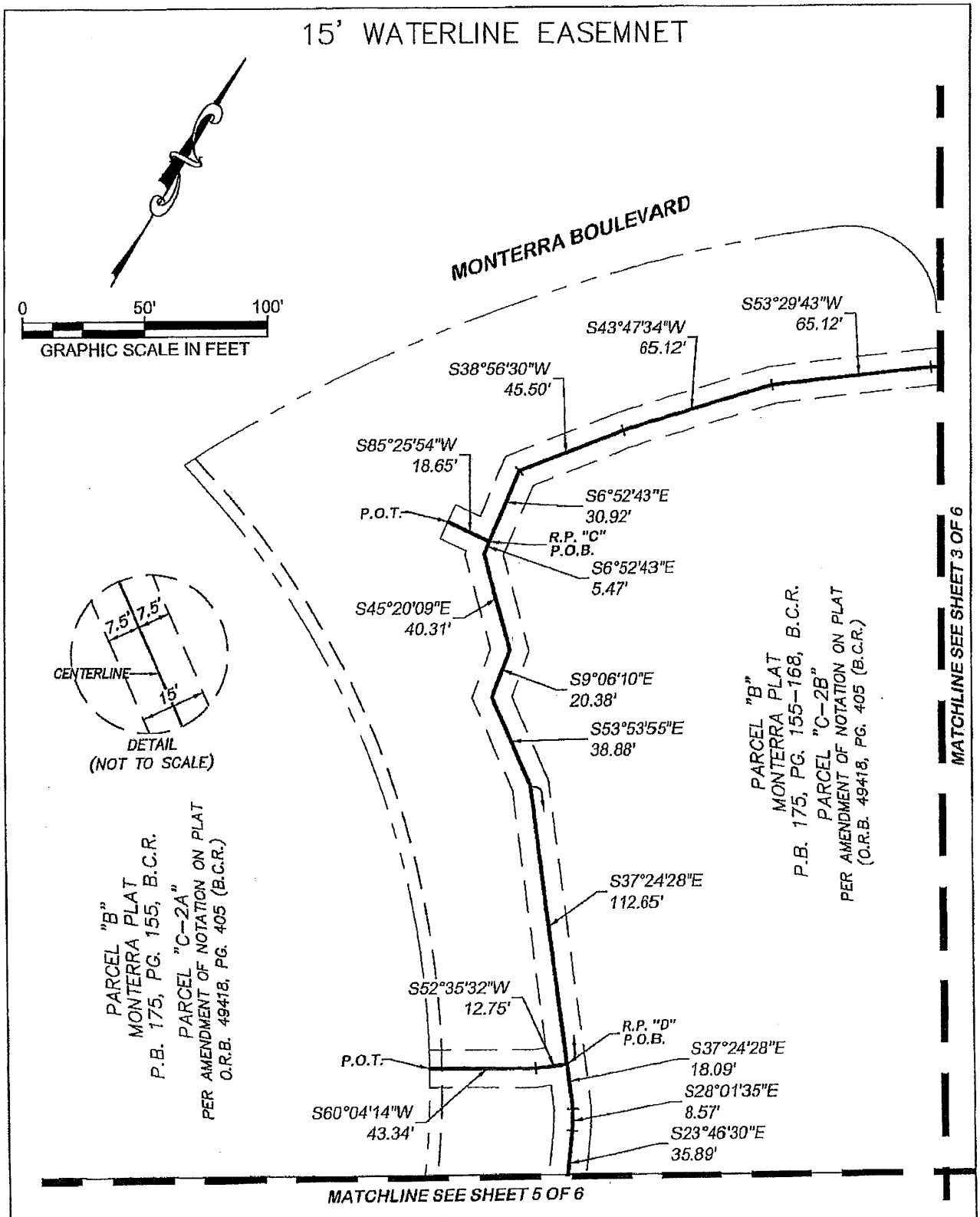
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 10/13/21

Cooper City, FL
33328-0910

15' WATERLINE EASEMNET



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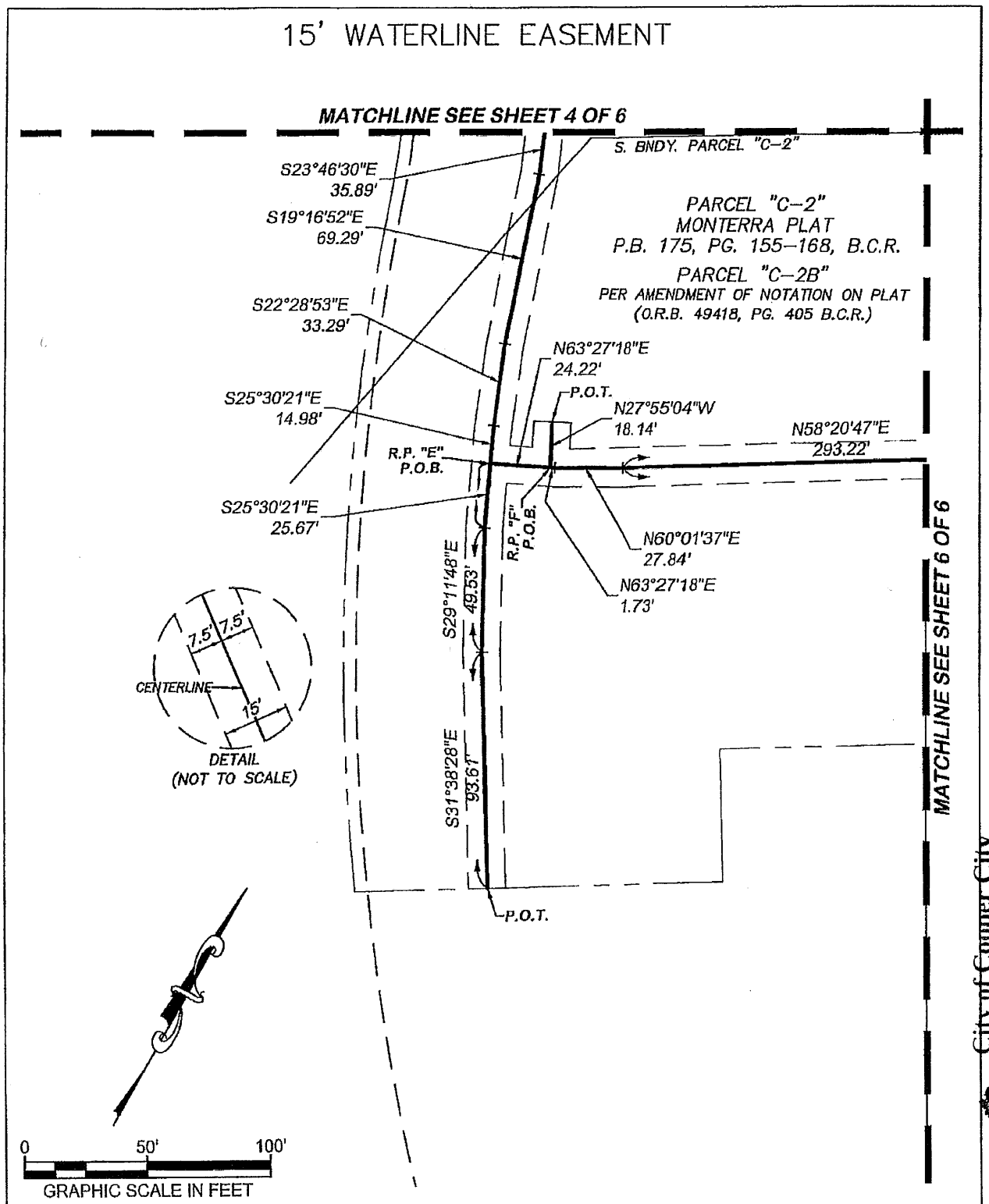
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 10/13/21

15' WATERLINE EASEMENT



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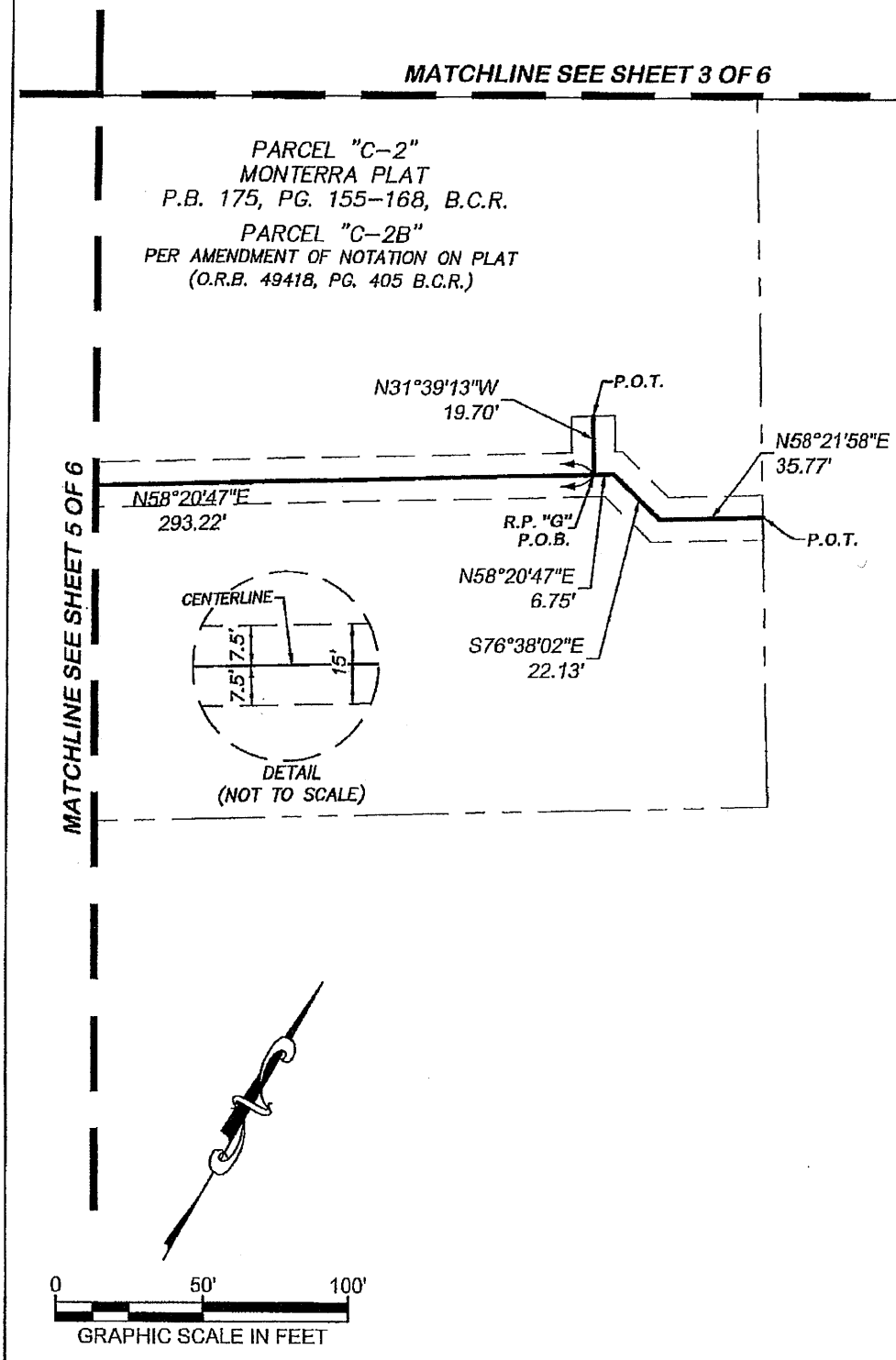
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 10/13/21

City of Cooper City
9090 S.W. 50 Place
Cooper City, FL
33328-0910

15' WATERLINE EASEMENT



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DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 10-13-21

CENTRAL BROWARD WATER CONTROL DISTRICT

8020 STIRLING ROAD (DAVIE)
HOLLYWOOD, FLORIDA 33024
TELEPHONE: (954) 432-5110
FAX: (954) 432-8603
E-Mail: districtmanager@centralbrowardwcd.org
www.centralbrowardwcd.org

July 21, 2023

Chad E. Edwards, P.E.
Senior Supervising Engineer
Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309-6311

Release:	Monterra Active Adult Residences
Applicant:	Monterra MF
Cash Bond Release Amount:	$306,400.33

Dear Mr. Edwards:

Please be advised that the 1-YR Maintenance Bond release of the project Monterra Active Adult Residences was approved by the Board of Commissioners of the Central Broward Water Control District at their regularly scheduled meeting on Wednesday, June 28, 2023. Central Broward Water Control District has agreed to release the above-referenced letter of credit for the full amount of $306,400.33

Should you require additional information, please call.

Sincerely,

Jace Selby
District Manager

JS/cd

Exhibit C

FORM128489-0817

00100921

CASHIER'S CHECK

PNC BANK

PNC Bank, National Association
Florida, Bank 001

No. 1404148

DATE MAY 17, 2022

PAY TO THE ORDER OF CITY OF COOPER CITY $ 45,438.80

FORTY FIVE THOUSAND FOUR HUNDRED THIRTY EIGHT AND 80 / 100** DOLLARS

MONTERRA MF LLC
REMITTER

PNC Bank, National Association

[redacted]
OFFICIAL SIGNATURE

MIX
Paper from responsible sources
FSC® C101537

[redacted]

FORM128489-0817

00100921

CASHIER'S CHECK

PNC BANK

PNC Bank, National Association
Florida, Bank 001

No. 1404147

8-9/430

DATE MAY 17, 2022

PAY TO THE ORDER OF CITY OF COOPER CITY $ 306,400.33

THREE HUNDRED SIX THOUSAND FOUR HUNDRED AND 33 / 100******** DOLLARS

MONTERRA MF LLC
REMITTER

PNC Bank, National Association

[redacted]
OFFICIAL SIGNATURE

MIX
Paper from responsible sources
FSC® C101537

[redacted]

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Administration

SUBJECT: Motion to approve the second amendment to the agreement with Government & ERP Implementation Services, LLC - **Administration**

CITY MANAGER RECOMMENDATION:
The City Manager recommends the approval of the second amendment to the agreement with Government & ERP Implementation Services, LLC.

BACKGROUND OF ITEM:
On June 27, 2023, the City approved the 1st amendment to the Original Agreement with Government & ERP Implementation Services, LLC. Pursuant to Section 5.1 of the Original Agreement, the City seeks to amend the scope of work to include general Finance Department consulting services for the City, as may be directed by the City Manager, from time to time.

PROCUREMENT:
Section 3.1 of the original agreement dated April 25, 2023, by and between the City of Cooper City and Government & ERP Implementation Services, LLC shall continue until terminated by either party based on Article 3.2 of the agreement, provided, however, that if the term of this agreement extends beyond a single fiscal year of the City, the continuation of the agreement beyond the end of the fiscal year shall be subject to both appropriation and the availability of funds in accordance with Florida Law.

FISCAL IMPACT:
With the Departure of the CFO and the Assistant Finance Director, the City has the savings to fund the amendment, not to exceed $45,000.

ATTACHMENTS:
1. Second Amendment
2. First Amendment
3. Original Agreement

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/01/23 11:46 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/01/23 11:48 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	08/01/23 12:41 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/01/23 04:02 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/01/23 04:19 PM

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT is dated the _____ day of _____, **2023** (the "Effective Date"), by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of 9090 S.W. 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "CITY")

and

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC, an **Corporation** authorized to do business in the State of Florida, with a business address of **7005 NW 67th Terrace, Parkland, Florida 33067** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on April 25, 2023, the CITY and CONTRACTOR entered into an agreement ("Original Agreement") whereby the CONTRACTOR agreed to Year End and Financial Assistance services to the CITY; and

WHEREAS, Section 5.1 of the Original Agreement provides for changes to the scope of work, subject to a written amendment executed by the Parties;

WHEREAS, on June 27, 2023, the Parties entered into the First Amendment to the Original Agreement, thereby providing for an additional scope of work and compensation associated therewith; and

WHEREAS, the Parties now seek to further amend the Original Agreement consistent with the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. CONTRACTOR shall be compensated at a rate of $150 per hour, in accordance with the compensation and payment method set forth in Section 4.1 of the Original Agreement. The total compensation for this Second Amendment shall not exceed $45,000.

SECTION 3. The terms and conditions of the Original Agreement shall remain in full force

and effect, except as specifically amended herein. In the event of any conflicts between this Second Amendment, the First Amendment and the Original Agreement, this Second Amendment shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

_____ By: _____
TEDRA ALLEN, CITY CLERK GREG ROSS, MAYOR

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC

By: _____
Print: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____day of _____, **2023**.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is dated the 27th day of June, **2023** (the "Effective Date"), by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of 9090 S.W. 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "CITY")

and

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC, an **Corporation** authorized to do business in the State of Florida, with a business address of **7005 NW 67th Terrace, Parkland, Florida 33067** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on April 25, 2023, the CITY and CONTRACTOR entered into an agreement ("Original Agreement") whereby the CONTRACTOR agreed to Year End and Financial Assistance services to the CITY; and

WHEREAS, Section 5.1 of the Original Agreement provides for changes to the scope of work, subject to a written amendment executed by the Parties;

WHEREAS, the Parties now seek to amend the Original Agreement to provide for an additional scope of work and compensation associated therewith, as detailed herein; and

WHEREAS, the Parties seek to amend the Original Agreement consistent with the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Pursuant to Section 5.1 of the Original Agreement, the Parties seek to amend the scope of work to include general Finance Department consulting services for the City, as may be directed by the City Manager, from time to time.

SECTION 3. CONTRACTOR shall be compensated at a rate of $150 per hour, in accordance with the compensation and payment method set forth in Section 4.1 of the Original

Agreement. The total compensation for this First Amendment shall not exceed $20,000.

SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this First Amendment and the Original Agreement, this First Amendment shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

Tedra Allen
TEDRA ALLEN, CITY CLERK

By: _____
GREG ROSS, MAYOR

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC

By: B Hastings
Print: BARBARA HASTINGS
Title: PRESIDENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Barbara Hastings as President of **GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 29th day of June, **2023**.

TEDRA ALLEN
MY COMMISSION EXPIRES DECEMBER 6, 2024
#HH 029756
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Tedra Allen
NOTARY PUBLIC

Tedra Allen

(Name of Notary Typed, Printed or Stamped)

_____

NOTARY PUBLIC

_____

(Name of Notary Typed, Printed or Stamped)

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 25th day of April, **2023**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC, an **Corporation** authorized to do business in the State of Florida, with a business address of **7005 NW 67th Terrace, Parkland, Florida 33067** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 2-258(g) of the City's Code of Ordinances provides an exception to the City's competitive solicitation requirements for "professional services," which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the city manager or designee to be in the best interest of the city." In accordance with this provision, the CITY has reviewed the qualifications, work history, and other relevant data provided by the CONSULTANT and determined that the CONSULTANT is being engaged to provide a professional service.

Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform Year End and Financial Assistance services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, as well as assistance requested in Budgeting, Accounts Payables, Accounts Receivables and other areas of General Municipal Finance.

2.2 Unless otherwise provided for herein, CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good Accounting practice. If within six months following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall provide and assign staff to complete this engagement. In the event that any of CONSULTANT's employees is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONSULTANT in writing of such fact and the CONSULTANT shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

2.6 CITY shall provide CONSULTANT with remote and on-site access to applicable City software (BS&A Software) needed to conduct City business and access to appropriate network folders and information needed to perform the duties and responsibilities set forth herein.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall begin on April 25th, 2023 and shall continue until terminated by either party based on Article 3.2 of this Agreement; provided, however that if the term of this Agreement extends beyond a single fiscal year of the CITY, the continuation of this Agreement beyond the end of the fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

3.2 This Agreement may be terminated by either party for cause by the aggrieved party, if the

party in breach has not corrected the breach within seven (7) days after written notice from the aggrieved party identifying the breach.

This Agreement may also be terminated by convenience by either party, upon fifteen (15) days written notice. In the event of termination for convenience, the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

Upon termination, all finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.3 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subConsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be compensated at the hourly rate of $150 for CFO/audit services. CONSULTANT shall submit invoices to the CITY on a monthly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The total amount shall not exceed $20,000 for services rendered.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

Barbara Hastings
Government & ERP Implementation Services, LLC
7005 NW 67th Terrace
Parkland , Florida 33067

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work, which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum

of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 – NOT USED
INSURANCE

ARTICLE 8
INDEPENDENT CONSULTANT

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

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCityFL.org

ARTICLE 11
E-VERIFY

CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

11.1 Definitions for this Section:

11.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT.

11.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

11.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

11.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

11.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 12
MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT's work product for its intended purposes.

12.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To:
Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Consultant Barbara Hastings
Government & ERP Implementation Services, LLC
7005 NW 67th Terrace
Parkland, Florida 33067
Telephone No. (954) 815-8654
Email: Bhastings@GovtERPservices.com

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____

TEDRA ALLEN, CITY CLERK

CARLOS VEGA, INTERIM CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

GOVERNMENT & ERP IMPLEMENATION SERVICES, LLC

By: _____

Name: Barbara Hastings

Title: President

STATE OF Florida)
COUNTY OF ~~Broward~~ Palm Beach)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 26th day of April, 2023.

_____
NOTARY PUBLIC

MOLLY BROWN
Commission # HH 260625
Expires May 3, 2026

Molly Brown
(Name of Notary Typed, Printed or Stamped)

EXHIBIT A

FINANCIAL ASSISTANCE

Scope of Services

Acting Finance Director:

- Supervise and assist in the operations of the Finance Department
- Review and coordinate the City's external audit
- Review and assist with all year-end reports and schedules e.g. AFCR, etc.
- Supervise and assist in the Budget process
- Prepare Monthly Financial Statements
- Review and approval of staff's work, Journal entries etc.
- Any other tasks necessary for the effective operations of the department
- Recommend improvements in policies and procedures to improve efficiency and effectiveness of the department

FINANCIAL ASSISTANCE		
Assigned Staff		**Hourly Rate**
Barbara Hastings CPA	$	150.00
Senior Accountant	$	85.00

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Utilities

SUBJECT: Motion to approve and authorize an agreement with the City of Cape Coral, Florida contract with HydroCorp, LLC, in the amount not to exceed $70,000.00 per year or as appropriated in the annual budgets to provide management services, including testing, repair, and installation of backflow preventers, for the City's water system Cross Connection Control Program.

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of an agreement with the City of Cape Coral, Florida, contract with HydroCorp, LLC, in the amount not to exceed $70,000.00 per year or as appropriated in the annual budgets to provide management services, including testing, repair, and installation of backflow preventers, for the City's water system Cross Connection Control Program.

BACKGROUND OF ITEM:

In 2016, the City Commission adopted an ordinance establishing a revised Backflow and Cross Connection Control plan for the City's potable water system, in order to comply with Florida Department of Environmental Protection regulations. Part of that revised plan was a provision that allows the City to perform the annual testing and record-keeping required for all backflow preventers (BFP's) that are protecting the City's water system from potential contamination, and to repair or replace BFP's as required, at the expense of the owner.

In 2018, the City had awarded a three-year contract to HydroCorp with two (2), one (1)-year renewals after inviting the RFP, 2018-4-UTL. The second and final one-year renewal (amendment) will expire on September 12, 2023. Instead of going through the RFP process again, the staff is recommending that we piggyback HydroCorp's similar type agreement with City of Cape Coral. Their contract, which is effective May 19, 2023, is valid for five (5) years with two (2) additional one-year renewal options. If approved, the proposed agreement will be effective September 13, 2023.

ANALYSIS:

HydroCorp, LLC has performed satisfactorily over the past several years and the City staff recommends that the Commission authorize in an amount not to exceed $70,000.00 per year or as appropriated in the City's annual budget.

STRATEGIC PLAN:

This project supports the City's Strategic Goal of maintaining and improving the City's infrastructure and appearance to support and ensure a sustainable and beautiful environment.

PROCUREMENT:

Sec. 2-258. – Exclusions and exceptions to bid and proposal requirements.

(d) *Cooperative purchasing.* When deemed to be in the best interests of the City, the purchasing agent may participate in, sponsor, conduct, or administer contracts under a cooperative purchasing program with one or more governmental units for the procurement of any supplies, services, or construction. Such cooperative purchasing programs may include, but not be limited to, joint or multiparty contracts between public procurement units and open-ended public procurement term contracts that are made available to other governmental units.

FISCAL IMPACT:

Sufficient funds are available in the Water & Sewer Fund and budgeted for this purpose.

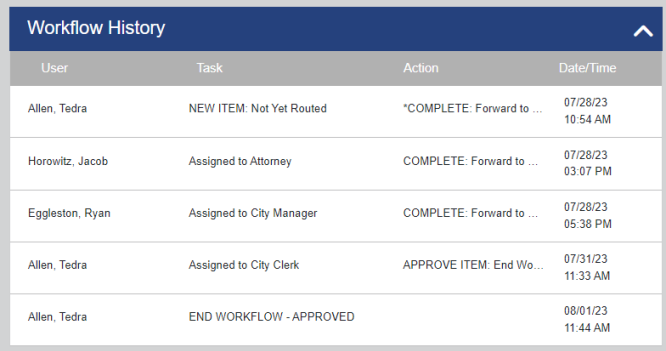
General Ledger Acct. Number	Budgeted Amount	Current Balance	Requested Amount	Remaining Amount
450-910-531290-533	To be appropriated by Commission	N/A	N/A	N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

1. City of Cape Coral Agreement with HydroCorp, LLC
2. Exhibit A - Cooper City Piggyback Agreement with HyrdoCorp, LLC
3. Exhibit B – HydroCorp, Proposal
4. Certificate of Insurance and Vendor Compliance



City of Cape Coral
Inspect and Maintain Backflow Preventers
Contract #: BPW2336MM

THIS CONTRACT is made this 19th day of MAY, 2023 by and between the **CITY OF CAPE CORAL, FLORIDA,** hereinafter called **"CITY"**, and FLORIDA HYDROCORP, INC., doing business as a corporation located at 33-C Suntree Place, Melbourne, FL 32940, hereinafter called **"CONTRACTOR"**.

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will commence and complete the Inspection and Maintenance of Backflow Preventers at the City of Cape Coral's properties in accordance with the Contract Documents.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents.

3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written NOTICE TO PROCEED.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the prices and labor rates listed on the CONTRACTOR'S Official Bid Proposal Form during the term of the contract more specifically EXHIBIT A, attached as submitted

   The term of the contract to be awarded as a result of this bid shall be for **five** years starting on the effective date, and may be renewed for **two** additional, one-year periods upon mutual agreement by the City and the Contractor.

5. This agreement may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this agreement. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this agreement, whether completed or in progress.

6. The Term "Contract Documents" shall include this Contract, addenda, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, the Bonds, the Bid Package prepared and issued by the CITY, the General Conditions, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

7. **Assignment**: This agreement may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.

8. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.

9. **Administration of Agreement:** The Department Director or their representative shall administer this agreement for the CITY.

10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth

Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to payfor its own reasonable costs and attorney's fees.

11. **Amendments:** No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.

12. **Payment Procedures:** CITY shall make payment and Contractor(s) shall be in receipt of all sums properly invoiced within thirty (30) days of the CITY's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies Contractor(s) in writing of its objection to the amount of such invoice, together with CITY's determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period.

If CITY shall give such notice to the Contractor(s) within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the Contractor(s) the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the Contractor(s) shall promptly refund to the CITY the amount of such overpayment

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:
https://www.capecoral.gov/document_center/Finance/Electronic_Funds_Transfer_Form.pdf

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

13. **Contractor's Representations**: In order to induce CITY to enter into the Agreement CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been

discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.

15. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

16. **Other Provisions:** The CITY reserves unto itself sole authority to execute and authorize the issuance of change order(s), directives, or other documents to the CONTRACTOR which impact on or change the contract time or price. These actions by the CITY will be taken after due consideration of the recommendations and analysis of the ENGINEER. This provision supersedes any other contradictory provisions within the Contract Documents.

17. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

    Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

    Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

18. **Public Record:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.

19. **Public Construction Bond (if applicable):** Any Contractor entering into a contract for the construction of a public building or public work, or for any repairs upon a building or public work shall, before commencing work, execute, deliver to the City of Cape Coral, and record in the public records of Lee County, Florida, a public construction bond issued by a surety authorized to do business in the State of Florida. The amount of the bond shall be 100% of contract amount.

20. **Insurance:** Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance required by law.

    a. Workers' Compensation: Submitting firm shall have Workers Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of $1,000,000.00 for each accident.

b. Comprehensive General Liability: Shall have minimum limits of $1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement.

c. Commercial Auto Liability: Shall have minimum limits of $1,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees' Non-Ownership.

d. Certificate of Insurance: The City of Cape Coral is to be specifically included as an additional insured on the General Liability policy and the contract number (BPW2210MM) shall be listed under the comments section. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

The City of Cape Coral shall be named on the COI as additional insured on the General Liability. This does not pertain to Workers' Compensation. The Project Name and Number to also be listed. (Inspect and Maintain Backflow Preventers - BPW2336MM)

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities

21. **Safety and OSHA Compliance:**

A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

22. **Annual Appropriation Contingency:** Pursuant to Florida Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

23. **Immigration Affidavit Certification and E-Verify Validation:**
As a condition precedent to entering into this AGREEMENT, and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Eligibility Verification System (E-Verify), is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida. Statute or the provisions of this section shall terminate the contract with the person or entity.

c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e. ***Subcontracts:*** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

24. **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this ITB. This applies to any sub-contractors used by the Contractor as well.

25. **Scrutinized Companies List**: Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, companies contracting with public agencies are prohibited from contracting for good or services over one million ($1,000,000) dollars that appear on the Scrutinized Companies List.

26. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

27. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

28. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written.

ATTEST:

Signature: _____

Typed Name: Kimberly Bruns, CMC

Title: City Clerk

CITY:

CITY OF CAPE CORAL, FLORIDA

Signature: Wanda Roop

Typed Name: Wanda Roop, CPPO

Title: Procurement Manager

Date: 5/19/2023

CITY LEGAL REVIEW:

_____ 5/17/2023

For Dolores Menendez Date
City Attorney

CONTRACTOR:

FLORIDA HYDROCORP, INC

Signature: _____

Print Name: Mark Martin

Title: CEO

Date: 5/18/23

EXHIBIT A

HYDROCORP®

THE SAFE WATER AUTHORITY®

PROPOSAL Developed For

Mark Milkovich
Procurement Specialist

City of Cape Coral
Cape Coral, FL 33915

PROJECT CONSULTANT
Larry LaBute, Founder, Senior Sales Development
DIRECT LINE: 248.981.6981
EMAIL: llabute@hydrocorpinc.com

April 5, 2023



40 YEARS
HYDROCORP®
SINCE 1983

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1. EXECUTIVE SUMMARY

1.1. Summary of proposed Scope of Work

This project is to provide program management services for an ongoing Cross-Connection Control Program currently operated by the City of Cape Coral (CITY) for their city owned backflow prevention assemblies (BPA). These services will be provided to ensure compliance with the Florida Department of Environmental Protection (FDEP), regulations for backflow prevention devices, assembly testing, and recordkeeping.

HydroCorp is a backflow prevention program management company that has been developing and managing testing, inspections, and various other services necessary to maintain a comprehensive backflow prevention program. We are a management firm and not a plumbing company. If you choose to use our services we will prepare a bid package and solicit the necessary field services from local, certified testers and licensed contractors for repair/replacement services. There were a few documents within your bid package that are relevant to contractors. Therefore, the responses to your forms may not be typical of what you would see from a plumbing contractor. We guarantee that all work completed by our contractors will meet State and local requirements. We assume all responsibility for the credibility of our contractors.

These services will be provided by a local contractor with hands-on coordination by our offices. Testing of all BPA will be scheduled and completed by this contractor and recorded on-line. Repairs, replacements, or new installations will be coordinated with appropriate staff to ensure CITY knowledge of overall program status. Repair pricing is included in the Appendix. New installations and replacement pricing is bid out at the time of requirement to ensure the best delivery time and pricing.

Pricing below includes all labor, materials, tools, and equipment necessary to provide the necessary services. All work will be completed once authorized by the City Project Manager.

Once this project has been approved and accepted by the CITY and HydroCorp, you may expect completion of the following elements annually. The components of the project include:

1. Conduct a project start-up meeting with the CITY Cross-Connection Control/Backflow Prevention Program staff.

2. Provide data transfer template for all backflow prevention assemblies and/or customers to be included in the program, from the existing CITY database (BSI) to the HydroCorp database.

3. Validate the above database to identify any possible errors or inconsistencies.

4. Maintain all data on an online system that enables CITY staff to monitor and generate reports as desired. This database, HydroSoft I/O, is an on-line database that is available, 24/7, on any system or device capable of accessing the internet.

5. Provide full-time, toll-free phone support for customer questions by a trained staff member. The phone will be staffed during regular business hours, Monday through Friday. After-hours calls are directed to an answering service with staff trained to handle our calls.

6. Coordinate and manage the testing of all testable backflow prevention devices in accordance with FDEP requirements. Services include on-site testing, test failure notification, installation requirement notifications, receipt of executed test reports, and maintenance of all testing data. HydroCorp will prepare a bid for local contractors to establish pricing and credentials for testing all testable assemblies. HydroCorp will coordinate with the lowest bidders to test all backflow assemblies. Facilities will be tracked to ensure compliance with testing requirements. Testers will provide test tags to indicate the year they were tested.

7. Testing contractors will be capable of field service, replacement, or repair for any BPA in the CITY system. Testing and repair work will be completed following ASSE or TREEO guidelines.

8. Inspections/Testing will include, at a minimum:
    a. Testing of all BPA's to determine whether it is in service and in satisfactory condition
    b. Identify any condition that could potentially compromise the performance of any components of the BPA
    c. Identify if the BPA is installed properly, note the general condition, and accessibility.
    d. Take a photo of every BPA after testing with date and time stamp.
    e. Obtain GPS location of every BPA and install completed test tag.

9. Provide spot checks for device testers. HydroCorp will visually inspect tested assemblies for the presence of the current test tag and for verification of field data gathered by a certified tester.

10. Assist with preparing an initial mailing, by the City, to all customers to advise/educate them on the new CCC testing program.

11. Provide progress review meetings with the Utility's designated representative to discuss the program status and specific recommendations as requested.

12. The cost below includes all "time and travel" expenses for the entire project.

13. HydroCorp will provide a staff member to provide the CITY training and coordination at the time of project start-up. This staff member will be the program manager and remain available throughout this project to maintain effective communication between the CITY staff and HydroCorp. HydroCorp will ensure that the hired testing contractor is ASSE or TREEO certified for day-to-day on-site needs, quality control, communications, and compliance assistance and to provide overall effective communications between CITY staff, HydroCorp, and customers.

14. HydroCorp will provide a staff member to coordinate all activities with contractors for testing, repair, replacements, and new installations. Hydro staff will remain available to CITY for Zoom or On-Site meetings as requested.

15. Provide Quality Control services for subcontractors to ensure proper workmanship and competitive pricing to customers.

16. Provide an annual report summarizing all data generated throughout the year. The FDEP Annual Report will be completed and ready for submission, along with all backup data. Test reports for

Summary of proposed Scope of Work and Cost (continued)

the year will be available to download for long-term storage and ease of data management and retrieval.

17. All services will be coordinated through our proprietary software, HydroSoft. HydroSoft is a web-based software that enables inspectors and testers to automatically synchronize data generated in the field via the World Wide Web. Synchronization is achieved wirelessly from the field via the Web. HydroCorp will provide inspectors and/or testers with online queues for uploading and downloading data files. All data gathering and transference will be paperless. HydroSoft can generate customized reports based on any available data set. There are no fees for uploading test data or any other information from the field staff.

18. Accurate records will be kept for each location. Records will include, service date, BPA data including: size, make, model, serial #, and condition. All test results will be available on-line at any time and will be summarized on the provided CITY Dashboard within HydroSoft I/O.

19. Meter numbers will be provided within HydroSoft database when easily verified in the field or provided by the CITY.

20. A visual inspection will be conducted at the time of initial testing. Tester Field Notes will be provided for any deficiencies identified. Notes are available within each test form for each test completed. Note: All additional items contained within the RFP Scope of Services section Initial Visual Inspection are acknowledged and acceptable except for using the BSI Online system.

21. These services will be provided in accordance with all applicable Rules and Standards of the FDEP, NFPA, Florida Building Code or latest edition standards, Federal, State and Local laws, rules, regulations, permits, codes, ordinances, and State Statutes which govern these services.

22. All services will be provided during normal working hours Monday – Friday. Emergency services will be provided as necessary within a two-hour window. Requested services that are non-emergency will be provided asap but not to exceed 48 hours.

23. All field personnel will wear the City provided identification when working.

1.2. Cost Breakdown

Project Name:	Cross-Connection Control Program Services		
Client Contact:		Project Code:	BPW2336MM
Proposal Date:	April 5, 2023	Valid Through:	June 30, 2023
Prepared By:	Larry LaBute		

Invoice method: HydroCorp will invoice the CITY monthly for the device testing services completed during the preceding month. The invoice will include an electronic listing of addresses that have had their assembly(s) tested. The invoice will equal the number of assemblies tested multiplied by the agreed-upon testing charge.

Cost Breakdown

Project Items	Cost
Annual Fee for Device Test Management:	$495.00
External Site Inspection Fee:	$25.00 per Inspection (if requested)
Fire System Backflow Prevention Assembly Testing Fee	**$150.00 each**
Backflow Prevention Assembly Testing Fee (Domestic & Fire line By-Pass)	**$70.00 each**
Totals: (24) Fire BPA @ $150/test	**$3,600.00**
(132) Domestic BPA @ $70/test	**$9240.00**
Total Annual Testing Fee (based upon Exhibit A)	**$ 12,840.00**
Ongoing availability to advise on Cross-Connection Control	**No Charge**

Project scheduling/acceptance will commence upon receipt of a Purchase Order to:

HydroCorp – Main Office
5700 Crooks Road/Suite 100
Troy, MI 48098 Federal Tax I.D. #38-2810008
Florida Office: 10 S. Harbor City Blvd. Melbourne, FL 32901

Submitted by: Larry LaBute | 248-981-6981| llabute@hydrocorpinc.com

X _____ _____
HydroCorp Representative (Signature) Date

Accepted by:

X _____ _____
Representative (Signature) Date

2. QUALIFICATIONS

2.1. HydroCorp, The Safe Water Authority

"We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to drinking water and other distribution systems. Our goal is cost effective compliance." It's who we are. It's what we do. The inspiration guides HydroCorp's activities day after day and year after year. We are proud to consider ourselves a company grounded in high principles, sound business practices, absolute integrity, and unparalleled expertise. We realize that these are the essential factors in successfully attaining our mission, consistently fulfilling our commitments to our clients, and advancing the well-being of the public.

- Founded in 1983 and incorporated in 1988. The firm has grown from two employees to over 80 full-time associates in multiple states.

- HydroCorp provides Cross-Connection Control Program Management Services to over 400 communities in several states, including Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida, California, and Minnesota. We still have our first customer!

- HydroCorp Conducts over 80,000 on-site Cross-Connection Control Inspections ***annually.***

- Our highly trained staff works efficiently to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that field inspectors follow to meet productivity and quality assurance goals.

- Our municipal inspection team has attended training classes and received certification from the following recognized Cross-Connection Control Programs:
  USC -Foundation for Cross Connection Control and Hydraulic Research,
  ASSE- American Society for Sanitary Engineering
  ABPA - American Backflow Prevention Association

- Our trained administrative staff and call center have attended basic cross-connection control training classes and can answer most technical calls related to the program.

- HydroCorp staff and company are active members in many water industry associations, including: AWWA, NRWA, APWA, ABPA, ASSE, FRWA, IAPMO, NRWA, USCCFCCC

- HydroCorp is <u>not</u> a Plumbing Company and does <u>not</u> utilize existing staff to provide plumbing services.

2.2. Industry Leadership

With over 400 municipal clients and for over 40 years, HydroCorp has succeeded in improving health and safety, reducing risk, cutting operational costs, and increasing efficiency for its clients, earning their trust and allegiance. HydroCorp has a 98 percent retention rate among its municipal clients and a virtually unmatched level of customer satisfaction. HydroCorp is fully committed to the principles and practices that made it a success: Expertise, commitment, knowledge, and service.



2.3. References

a. **City of Lake City,** Mike Osborn – Utility Superintendent
386.466.3352 osbornm@lcfla.com

b. **City of Titusville,** Doug Larkins – Program Coordinator
321.567.3887 doug.larkins@titusville.com

c. **City of West Melbourne** Mark Piccirillo – Public Works Director
321.727.3710 mpiccirillo@westmelbourne.org

d. **City of Cooper City,** Mike Stanton – DPW Supervisor
954.434.5519 mstanton@coopercityfl.org

3. STAFF BIOS

Corporate Officers



Mark L. Martin, CEO and President. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.
Connect with Mark on LinkedIn: www.linkedin.com/in/mark-l-martin-b5632b76/



Larry J. La Bute, Chief Commercial Officer, Founder, and Senior Sales Development. Mr. La Bute founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.
Connect with Larry on LinkedIn: www.linkedin.com/in/larryjlabute/



Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.
Connect with Glenn on LinkedIn: www.linkedin.com/in/glenn-adamus-678791a/



Paul Patterson, Senior Vice President of Sales. Mr. Patterson has been with HydroCorp since 2004. In that time, he has assisted numerous water utilities in Delaware, Florida, Maryland, Michigan, and Virginia with their Cross Connection Control programs. Paul has also conducted training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environment, Great Lakes, and Energy, Michigan Rural Water Association and Delaware Rural Water Association. Prior to joining HydroCorp, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at Nellis Air Force Base, NV and was involved in numerous construction projects worldwide. Mr. Patterson has over 25 years' experience in plumbing, water distribution, cross connection control and backflow prevention.
Connect with Paul on LinkedIn: www.linkedin.com/in/paul-patterson/

Staff Bios (continued)



Dave Cardinal, Vice President of Operations. Dave is a seasoned operations professional with over twenty-eight years of experience in the water industry. He has a successful record of accomplishments in the cross-connection control industry. He is experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction.

As Vice President of HydroCorp, Dave oversees business practices, field operation procedures, and administrative functions related to cross-connection control program management and meter installation projects. He works closely with the executive team to develop and execute the company's strategic plan and is responsible for driving operational excellence throughout the organization.

He has assisted with developing State certified training programs in Michigan and Wisconsin and has trained members of the Michigan Department of Environment Great Lakes and Energy, Michigan Department of Health, Wisconsin Department of Natural Resources, municipal employees, plumbers, and miscellaneous contractor employees. He has been a guest speaker at many conferences and training seminars.

Connect with Dave on LinkedIn: www.linkedin.com/in/dcardinal/



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager, Ryan is responsible for providing administrative support to field surveyors, regional managers, and division directors with all components associated with managing a comprehensive cross-connection control program and providing the highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 18 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

Program Administrators/Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one of the following programs:

4. SECURE DATA AND WATER CUSTOMER CARE PROCESS

4.1. Program Data:

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues, which could lead to field survey inefficiencies. HydroCorp will coordinate with the CITY to obtain accurate account listing and address information.

Specialized Software:

HydroCorp utilizes HydroSoft® (proprietary software) to manage Cross-Connection Control Program data. All program data captured shall remain the property of CITY. The CITY can access program data, information, and reports online via a web browser. All our Client Data is secured on our Application Server behind a Hardware and Software Firewall.
Standard reports include the following:

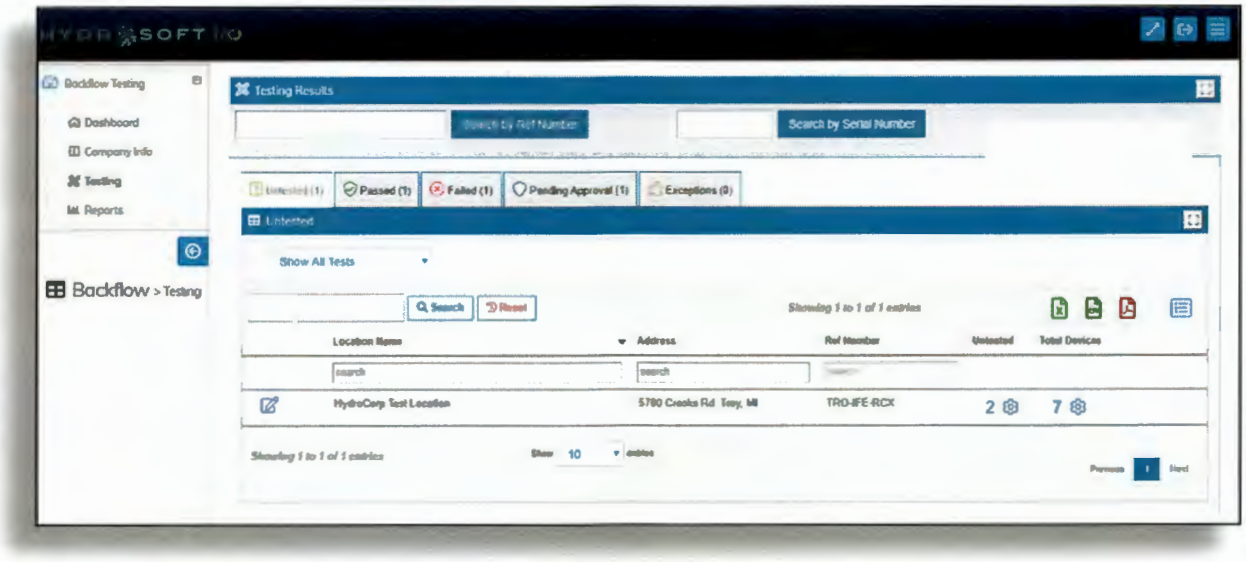
- Testable assembly inventories, tests completed, overdue, and compliance status.
- Custom queries, data exports, and reports as needed.

Information Technology Infrastructure:
HydroCorp has a dedicated department responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated staff member responsible for new client start-up and database implementation to ensure we have the most accurate information possible at any given time.

We have continually invested in hardware infrastructure (Network Servers, Client Workstations, Firewalls, and Tablet PCs for Field Inspectors) and software to leverage technology in the workplace and improve customer service and lower costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

4.2. Live Program Data Access for Designated Water Purveyor Staff

Main Dashboard Example

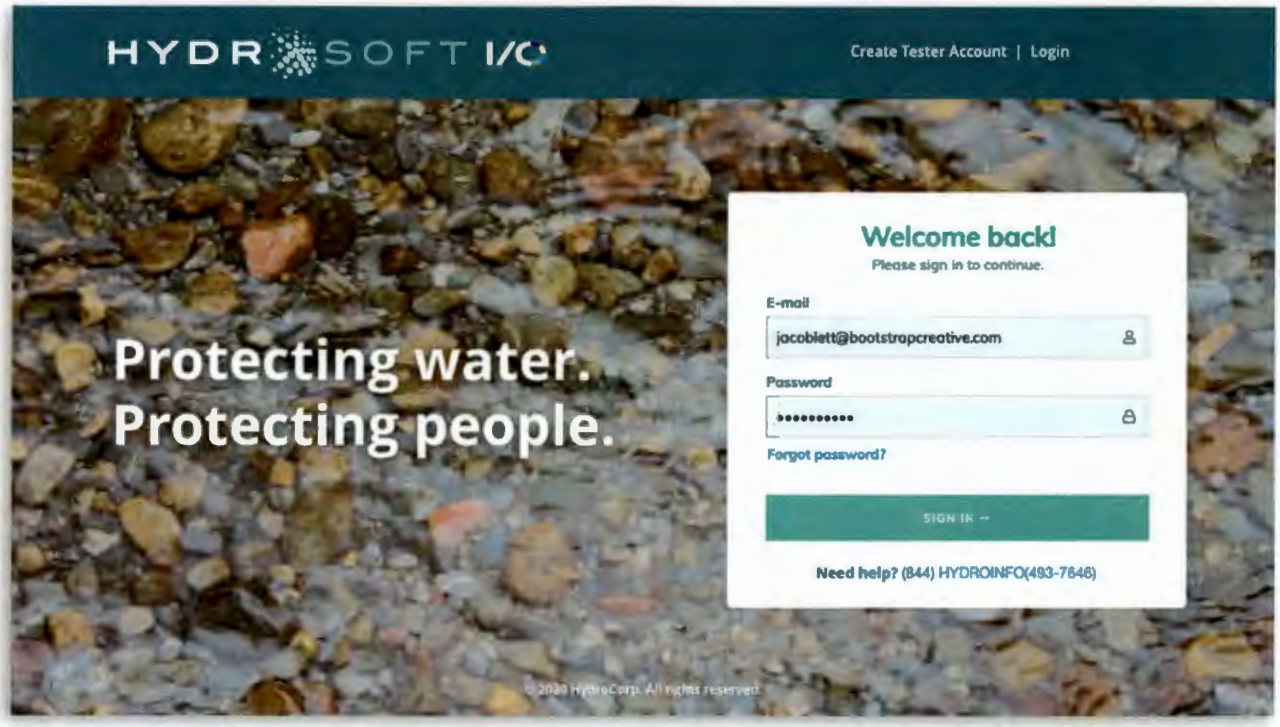




4.3. Annual Backflow Prevention Assembly Testing Record Tracking

- HydroCorp monitors backflow prevention assembly tester credentials and qualifications to ensure that only qualified and state-certified contractors are conducting the work.
- HydroCorp monitors backflow prevention assembly test results. Test results that do not contain all required information are marked as "failed" and a phone call is made to the tester seeking the correct information.
- HydroCorp continually monitors program database information and reviews this with the CITY contact to improve compliance results and customer service. **Most of our Florida clients have achieved 100% compliance with FDEP regulations.**

Example Screen for Online Backflow Preventer Test Record Submission:



4.4. Customer Service / Public Awareness Toolkit

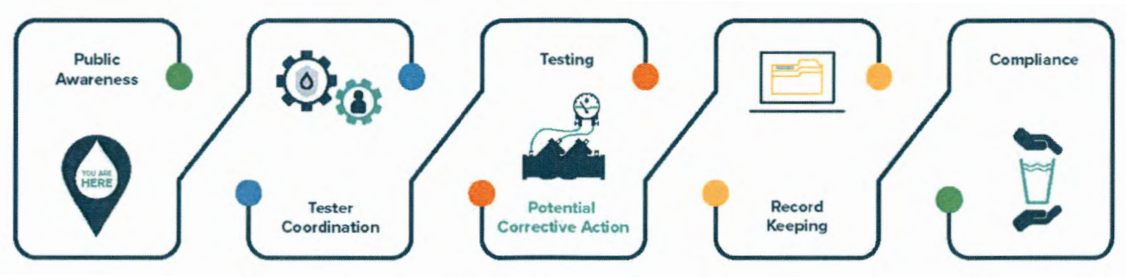
HydroCorp has an extensive customer service call center to answer incoming telephone calls from water users. The call center is staffed from 8:00 AM – 5:00 PM MON-FRI. Most program calls and questions can be answered by one of our representatives. Our field staff also carry tablets and smartphones to respond promptly to customer-related issues.

Preventing backflow contamination and ensuring the functionality of backflow prevention assemblies is a team effort between building owners and the water purveyor. Informing local water customers and building owners affected by the Cross-Connection Control (CCC) program is essential for program success and compliance.

The intended audience of these resources is the end user, Water Customer, Occupant, and/or Owner.

Public Awareness Toolkit includes:

1. Common Definitions and Code references.
2. Sample CCC Program Announcement Letter (applies only to new program clients).
3. Online video explaining the Cross-Connection Control Program.
4. Digital Tri-Fold Educational Brochure (printed versions available for a fee).
5. Pre-written Social Media posts/links.
6. Technical images for use on Utility/City websites and Social Media posts.
7. Web Page hosted by HydroCorp.



Example custom public awareness website included in the scope of work:



APPENDIX B – PROGRAM WORKFLOW

MUNICIPAL SERVICES

DRAMATICALLY REDUCE THE COST – AND HASSLE – OF BACKFLOW PREVENTION



Cross-connection control programs are a necessary – yet unfunded – burden, mandated by the state to protect drinking water from outside contamination. For utilities that outsource their backflow prevention program, the functional burden is reduced. But the financial burden remains.

Until now. HydroCorp – *The Safe Water Authority*™ – brings Florida utilities an optimized backflow prevention program management system that is quick, convenient, and complete. It practically eliminates costs to the utility. It ensures compliance with testing requirements. It minimizes costs to the consumer. And it removes the hassle, for both the customer and the utility.

A HYDROCORP PROGRAM DELIVERS:

- Increased Staff Efficiencies
- Reduced Cost to Water Utility
- Reduced Testing Cost to Water User
- Assured Regulatory Compliance
- On-Demand Program Tracking and Reporting
- No Software or Hardware to Purchase
- On-Line Software for Utility Personnel to Use for Field Inspections, New Customer Data Entry, and Customer Updates
- Reduced Risk of Backflow Incident
- Professional Program Management and Oversight
- Consistent Program and Testing Costs
- Convenient Billing for Water User

EASY. EFFICIENT. AND CUSTOMIZED.

More than 30 years of cross-connection control expertise means we know the needs of utilities – of all shapes and sizes – and we tailor our services to match those needs precisely. Including options for fee payment:

- Fee added to the monthly water bill
- One-time charge on the water bill
- Separate bill to the consumer, monthly or yearly

HYDROCORP™

THE SAFE WATER AUTHORITY™

HOW IT WORKS:

1

Utility provides HydroCorp with customer account information

2

HydroCorp transfers Utility database information into HydroSoft™ web-based software

3

HydroCorp obtains bids from local contractors for testing of backflow prevention assemblies

4

HydroCorp provides ASSE® and TREEO certified staff for program management oversight, and coordination of all activities for testing, repair, replacement and new installations of assemblies, ensuring consistent procedures and proper licensing and insurance

5

HydroCorp provides a general informational mailer along with web site public education resources

6

HydroCorp provides annual report summarizing all data and program compliance information

7

Utility passes along agreed-upon program fees to water consumers on utility bill



HydroCorp Headquarters

5700 Crooks Rd Suite 100 Troy, MI 48098 844.793.7646 www.hydrocorpinc.com

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND HYDROCORP, LLC

THIS IS AN AGREEMENT ("Agreement") dated this___ day of_____2023, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City)",

And

HYDROCORP, LLC, a Florida business corporation, located at 33-C Suntree Place, Melbourne, FL 32940, hereinafter "CONTRACTOR," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide Inspection And Maintain Backflow Preventers Services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Contract No. BPW2336MM between CITY OF CAPE CORAL and the CONTRACTOR for the Inspection And Maintain Backflow Preventers Services ("CITY Agreement"). The CITY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the term of the contract to be awarded as a result of this bid shall be for five years starting on the effective date, and may be renewed for two additional, one-year periods upon mutual agreement by the City and the Contractor; and

WHEREAS, the Parties agree to add the provisions of this agreement to the CITY Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the CITY Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the CITY

WHEREAS, the City has reviewed the scope of services of the competitively bid CITY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of _____, 2023, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the CITY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the CITY Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit "B".**

B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the CITY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.

D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on May 18, 2028. Subject to any renewal as provided in the CITY Agreement.

G. This Agreement shall run concurrently with the piggybacked CITY Agreement entered into between CITY OF CAPE CORAL and CONTRACTOR. The obligations and responsibilities of this Agreement shall not interfere with or derogate from the obligations and responsibilities of CONTRACTOR under the Piggybacked Contract.

Section 3. In all other respects, the terms and conditions of the CITY Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, PRR@COOPERCITY.GOV OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Ryan Eggleston
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Larry LaBute, Founder
HYDROCORP, LLC
33-C Suntree Place
Melbourne, FL 32940

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not

employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

(REMAINDER ITENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

HYDROCORP, LLC, a Florida corporation

BY: Mark Martin

_____
Signature

Name: Mark Martin

_____
Print Name

Title: CEO

STATE OF Michigan
COUNTY OF Oakland

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Mark Martin as CEO of **HYDROCORP, LLC**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Mark Martin as CEO of **HYDROCORP, LLC**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and Springs aforesaid this 19th day of June, 2023.

Karen Lynn Hanson
NOTARY PUBLIC
Karen Lynn Hanson
Print or Type Name

My Commission Expires: July 11, 2025

KAREN LYNN HANSON
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jul 11, 2025
Acting in the County of Oakland

HYDROCORP®

THE SAFE WATER AUTHORITY®

PROPOSAL Developed For

Hamid Nikvan

Assistant Utility Director

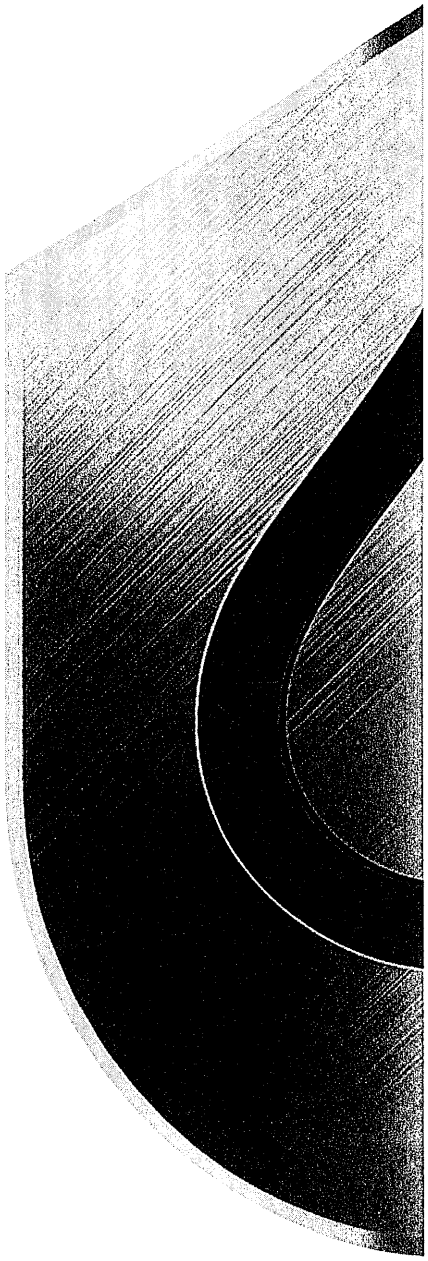
City of Cooper City

Cooper City, FL 33330

PROJECT CONSULTANT

Larry LaBute, Founder, Senior Sales Development
DIRECT LINE: 248.981.6981
EMAIL: llabute@hydrocorpinc.com

June 12, 2023



40 YEARS

HYDROCORP®

SINCE 1983

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1. EXECUTIVE SUMMARY

1.1. Summary of proposed Scope of Work

This project is to provide program management services for an ongoing Cross-Connection Control Program currently operated by the City of Cooper City (CITY) for their backflow prevention assemblies (BPA). These services will be provided to ensure compliance with the Florida Department of Environmental Protection (FDEP), regulations for backflow prevention devices, assembly testing, and recordkeeping.

These services will be provided by a local contractor with hands-on coordination by our offices. Testing of all BPA will be scheduled and completed by this contractor and recorded on-line. Repairs, replacements, or new installations will be coordinated with appropriate staff to ensure CITY approval and knowledge of overall program status.

The pricing below includes all labor, materials, tools, and equipment necessary to provide the necessary services. All work will be completed once authorized by the City Project Manager.

Once this project has been approved and accepted by the CITY and HydroCorp, you may expect completion of the following elements annually. The components of the project include:

1. Conduct a project start-up meeting with the CITY Cross-Connection Control/Backflow Prevention Program staff.

2. Provide data transfer template for all backflow prevention assemblies and/or customers to be included in the program. (This step has already been completed)

3. Validate the above database to identify any possible errors or inconsistencies. (This step has been completed)

4. Maintain all data on an online system that enables CITY staff to monitor and generate reports as desired. This database, HydroSoft I/O, is an on-line database that is available, 24/7, on any system or device capable of accessing the internet.

5. Provide full-time, toll-free phone support for customer questions by a trained staff member. The phone will be staffed during regular business hours, Monday through Friday. After-hours calls are directed to an answering service with staff trained to handle our calls.

6. Coordinate and manage the testing of all testable backflow prevention devices in accordance with FDEP requirements. Services include on-site testing, test failure notification, installation requirement notifications, receipt of executed test reports, and maintenance of all testing data. HydroCorp will prepare a bid for local contractors to establish pricing and credentials for testing all testable assemblies. HydroCorp will coordinate with the lowest bidders to test all backflow assemblies. Facilities will be tracked to ensure compliance with testing requirements. Testers will provide test tags to indicate the year they were tested.

7. Testing contractors will be capable of field service, replacement, or repair for any BPA in the CITY system. Testing and repair work will be completed following ASSE or TREEO guidelines.

8. Inspections/Testing will include, at a minimum:
    a. Testing of all BPA's to determine whether it is in service and in satisfactory condition
    b. Identify any condition that could potentially compromise the performance of any components of the BPA
    c. Identify if the BPA is installed properly, note the general condition, and accessibility.
    d. Take a photo of every BPA after testing with date and time stamp.
    e. Obtain GPS location of every BPA and install completed test tag.

9. Provide spot checks for device testers. HydroCorp will visually inspect tested assemblies for the presence of the current test tag and for verification of field data gathered by a certified tester.

10. Assist with preparing an initial mailing, by the City, to all customers to advise/educate them on the new CCC testing program. (This item may not be necessary since your program is well established).

11. Provide progress review meetings with the Utility's designated representative to discuss the program status and specific recommendations as requested.

12. The cost below includes all "time and travel" expenses for the entire project.

13. HydroCorp will provide a staff member to provide the CITY training and coordination at the time of project start-up. This staff member will be the program manager and remain available throughout this project to maintain effective communication between the CITY staff and HydroCorp. HydroCorp will ensure that the hired testing contractor is ASSE or TREEO certified for day-to-day on-site needs, quality control, communications, and compliance assistance and to provide overall effective communications between CITY staff, HydroCorp, and customers.

14. HydroCorp will provide a staff member to coordinate all activities with contractors for testing, repair, replacements, and new installations. Hydro staff will remain available to CITY for Zoom or On-Site meetings as requested.

15. Provide Quality Control services for subcontractors to ensure proper workmanship and competitive pricing to customers.

16. Provide an annual report summarizing all data generated throughout the year. The FDEP Annual Report will be completed and ready for submission, along with all backup data. Test reports for the year will be available to download for long-term storage and ease of data management and retrieval.

17. All services will be coordinated through our proprietary software, HydroSoft. HydroSoft is a web-based software that enables inspectors and testers to automatically synchronize data generated in the field via the World Wide Web. Synchronization is achieved wirelessly from the field via the Web. HydroCorp will provide inspectors and/or testers with online queues for uploading and downloading data files. All data gathering and transference will be paperless. HydroSoft can generate customized reports based on any available data set. There are no fees for uploading test data or any other information from the field staff.

Summary of proposed Scope of Work and Cost (continued)

18. Accurate records will be kept for each location. Records will include, service date, BPA data including: size, make, model, serial #, and condition. All test results will be available on-line at any time and will be summarized on the provided CITY Dashboard within HydroSoft I/O.

19. Meter numbers will be provided within HydroSoft database when easily verified in the field or provided by the CITY.

20. A visual inspection will be conducted at the time of initial testing. Tester Field Notes will be provided for any deficiencies identified. Notes are available within each test form for each test completed. Note: All additional items contained within the RFP Scope of Services section Initial Visual Inspection are acknowledged and acceptable except for using the BSI Online system.

21. These services will be provided in accordance with all applicable Rules and Standards of the FDEP, NFPA, Florida Building Code or latest edition standards, Federal, State and Local laws, rules, regulations, permits, codes, ordinances, and State Statutes which govern these services.

22. All services will be provided during normal working hours Monday – Friday. Emergency services will be provided as necessary within a two-hour window. Requested services that are non-emergency will be provided asap but not to exceed 48 hours.

23. All field personnel will wear the City provided identification when working.

1.2. Cost Breakdown

Project Name:	Cross-Connection Control Program Services		
Client Contact:		Project Code:	2023106
Proposal Date:	June 12, 2023	Valid Through:	August 11, 2023
Prepared By:	Larry LaBute		

Invoice method: HydroCorp will invoice the CITY monthly for the device testing services completed during the preceding month. The invoice will include an electronic listing of addresses that have had their assembly(s) tested. The invoice will equal the number of assemblies tested multiplied by the agreed-upon testing charge.

Cost Breakdown

Project Items	Cost
Annual Fee for Device Test Management:	$495.00
External Site Inspection Fee:	$25.00 per Inspection (if requested)
Fire System Backflow Prevention Assembly Testing Fee	**$150.00 each**
Backflow Prevention Assembly Testing Fee (Domestic & Fire line By-Pass)	**$70.00 each**
Ongoing availability to advise on Cross-Connection Control	**No Charge**
NOTE: A sample of our current repair pricing is attached. Replacements are bid on an individual basis to minimize cost.	

Project scheduling/acceptance will commence upon receipt of a Purchase Order to:

HydroCorp LLC – Main Office
5700 Crooks Road/Suite 100
Troy, MI 48098 Federal Tax I.D. #38-2810008
Florida Office: 10 S. Harbor City Blvd. Melbourne, FL 32901

Submitted by: Larry LaBute | 248-981-6981| llabute@hydrocorpinc.com

X _____ _____
HydroCorp Representative (Signature) Date

Accepted by:

X _____ _____
Representative (Signature) Date

2. QUALIFICATIONS

2.1. HydroCorp, The Safe Water Authority

"We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to drinking water and other distribution systems. Our goal is cost effective compliance." It's who we are. It's what we do. The inspiration guides HydroCorp's activities day after day and year after year. We are proud to consider ourselves a company grounded in high principles, sound business practices, absolute integrity, and unparalleled expertise. We realize that these are the essential factors in successfully attaining our mission, consistently fulfilling our commitments to our clients, and advancing the well-being of the public.

- Founded in 1983 and incorporated in 1988. The firm has grown from two employees to over 80 full-time associates in multiple states.

- HydroCorp provides Cross-Connection Control Program Management Services to over 400 communities in several states, including Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida, California, and Minnesota. We still have our first customer!

- HydroCorp Conducts over 80,000 on-site Cross-Connection Control Inspections ***annually.***

- Our highly trained staff works efficiently to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that field inspectors follow to meet productivity and quality assurance goals.

- Our municipal inspection team has attended training classes and received certification from the following recognized Cross-Connection Control Programs:
  USC -Foundation for Cross Connection Control and Hydraulic Research,
  ASSE- American Society for Sanitary Engineering
  ABPA - American Backflow Prevention Association

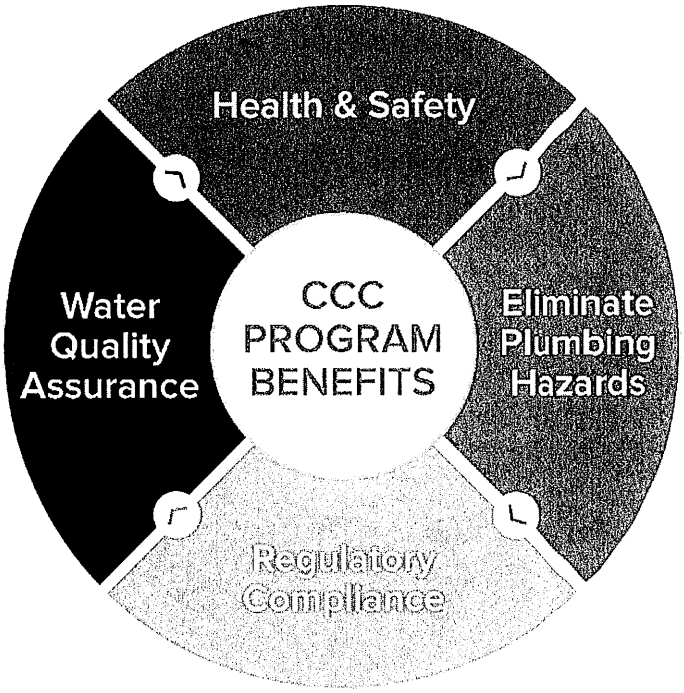
- Our trained administrative staff and call center have attended basic cross-connection control training classes and can answer most technical calls related to the program.

- HydroCorp staff and company are active members in many water industry associations, including: AWWA, NRWA, APWA, ABPA, ASSE, FRWA, IAPMO, NRWA, USCCFCCC

- HydroCorp is not a Plumbing Company and does not utilize existing staff to provide plumbing services.

2.2. Industry Leadership

With over 450 municipal clients and for over 40 years, HydroCorp has succeeded in improving health and safety, reducing risk, cutting operational costs, and increasing efficiency for its clients, earning their trust and allegiance. HydroCorp has a 98 percent retention rate among its municipal clients and a virtually unmatched level of customer satisfaction. HydroCorp is fully committed to the principles and practices that made it a success: Expertise, commitment, knowledge, and service.



2.3. References

a. **City of Lake City,** Mike Osborn – Utility Superintendent
386.466.3352 osbornm@lcfla.com

b. **City of Titusville,** Doug Larkins – Program Coordinator
321.567.3887 doug.larkins@titusville.com

c. **City of West Melbourne** Mark Piccirillo – Public Works Director
321.727.3710 mpiccirillo@westmelbourne.org

d. **City of Cooper City,** Mike Stanton – DPW Supervisor
954.434.5519 mstanton@coopercityfl.org

3. STAFF BIOS

Corporate Officers



Mark L. Martin, CEO and President. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.
Connect with Mark on LinkedIn: www.linkedin.com/in/mark-l-martin-b5632b76/



Larry J. La Bute, Chief Commercial Officer, Founder, and Senior Sales Development. Mr. La Bute founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.
Connect with Larry on LinkedIn: www.linkedin.com/in/larryjlabute/

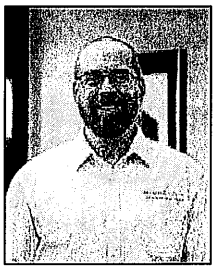


Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.
Connect with Glenn on LinkedIn: www.linkedin.com/in/glenn-adamus-678791a/



Paul Patterson, Senior Vice President of Sales. Mr. Patterson has been with HydroCorp since 2004. In that time, he has assisted numerous water utilities in Delaware, Florida, Maryland, Michigan, and Virginia with their Cross Connection Control programs. Paul has also conducted training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environment, Great Lakes, and Energy, Michigan Rural Water Association and Delaware Rural Water Association. Prior to joining HydroCorp, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at Nellis Air Force Base, NV and was involved in numerous construction projects worldwide. Mr. Patterson has over 25 years' experience in plumbing, water distribution, cross connection control and backflow prevention.
Connect with Paul on LinkedIn: www.linkedin.com/in/paul-patterson/

Staff Bios (continued)



Dave Cardinal, Vice President of Operations. Dave is a seasoned operations professional with over twenty-eight years of experience in the water industry. He has a successful record of accomplishments in the cross-connection control industry. He is experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction.

As Vice President of HydroCorp, Dave oversees business practices, field operation procedures, and administrative functions related to cross-connection control program management and meter installation projects. He works closely with the executive team to develop and execute the company's strategic plan and is responsible for driving operational excellence throughout the organization.

He has assisted with developing State certified training programs in Michigan and Wisconsin and has trained members of the Michigan Department of Environment Great Lakes and Energy, Michigan Department of Health, Wisconsin Department of Natural Resources, municipal employees, plumbers, and miscellaneous contractor employees. He has been a guest speaker at many conferences and training seminars.
Connect with Dave on LinkedIn: www.linkedin.com/in/dcardinal/



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager, Ryan is responsible for providing administrative support to field surveyors, regional managers, and division directors with all components associated with managing a comprehensive cross-connection control program and providing the highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 18 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

Program Administrators/Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one of the following programs:

4. SECURE DATA AND WATER CUSTOMER CARE PROCESS

4.1. Program Data:

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues, which could lead to field survey inefficiencies. HydroCorp will coordinate with the CITY to obtain accurate account listing and address information.

Specialized Software:

HydroCorp utilizes HydroSoft® (proprietary software) to manage Cross-Connection Control Program data. All program data captured shall remain the property of CITY. The CITY can access program data, information, and reports online via a web browser. All our Client Data is secured on our Application Server behind a Hardware and Software Firewall.
Standard reports include the following:

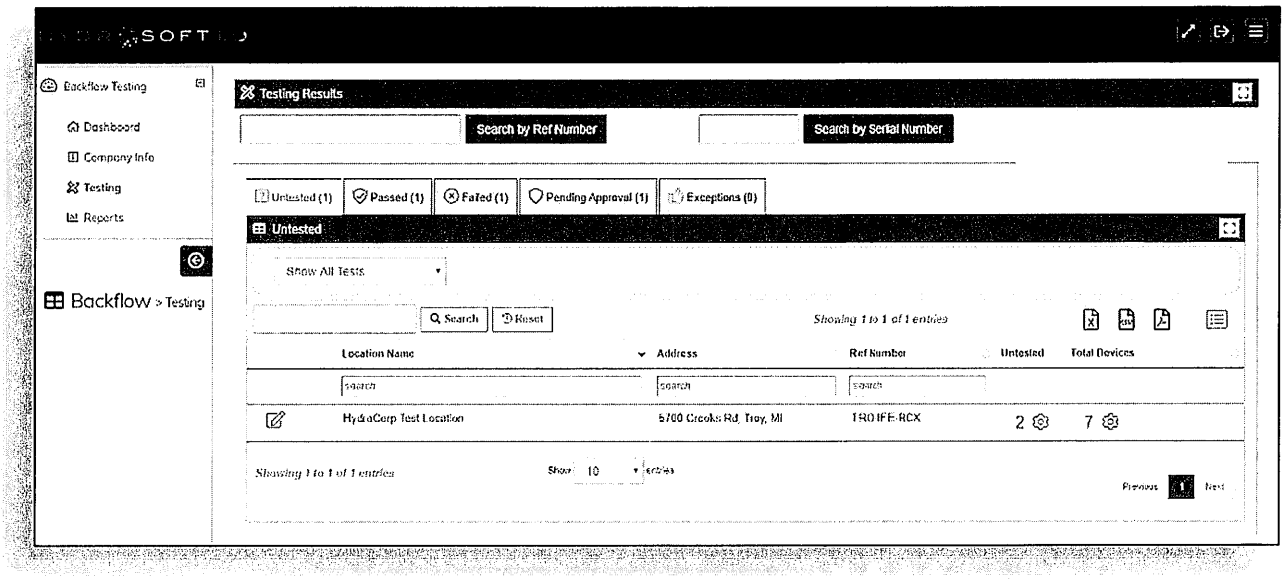
- Testable assembly inventories, tests completed, overdue, and compliance status.
- Custom queries, data exports, and reports as needed.

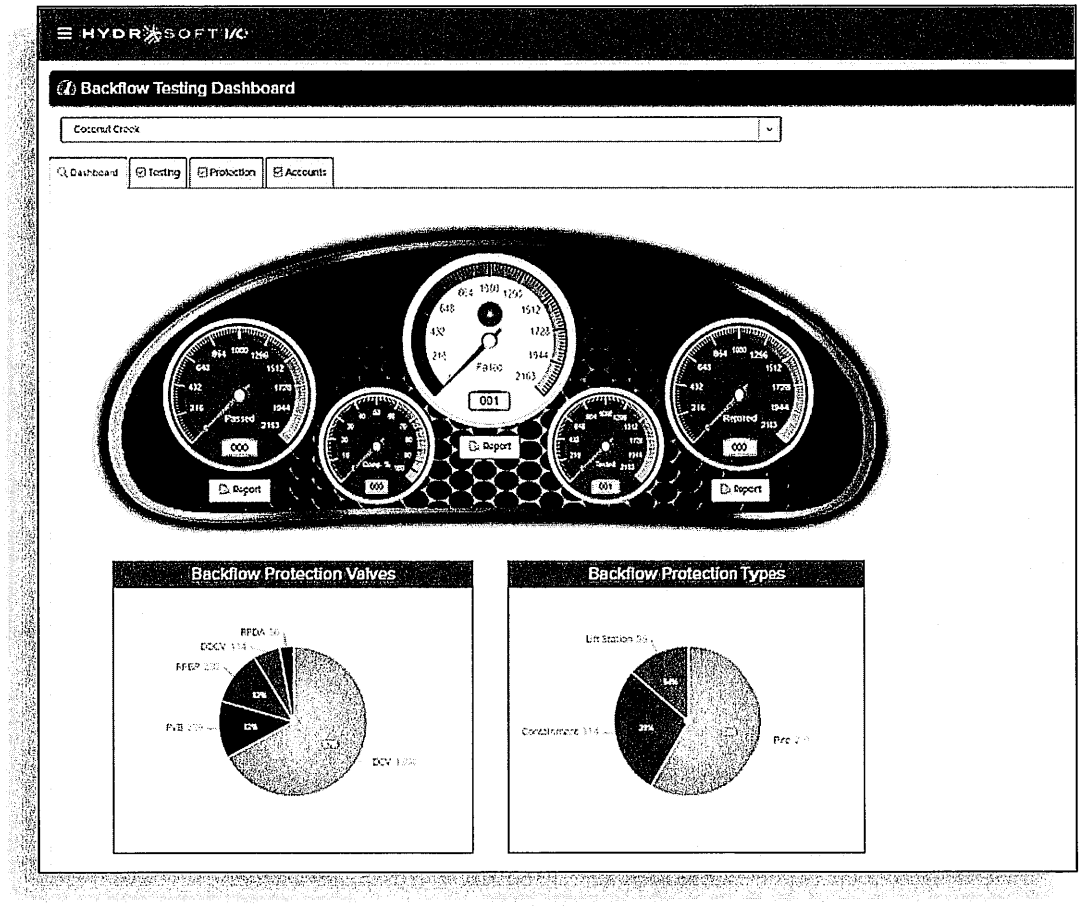
Information Technology Infrastructure:
HydroCorp has a dedicated department responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated staff member responsible for new client start-up and database implementation to ensure we have the most accurate information possible at any given time.

We have continually invested in hardware infrastructure (Network Servers, Client Workstations, Firewalls, and Tablet PCs for Field Inspectors) and software to leverage technology in the workplace and improve customer service and lower costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

4.2. Live Program Data Access for Designated Water Purveyor Staff

Main Dashboard Example

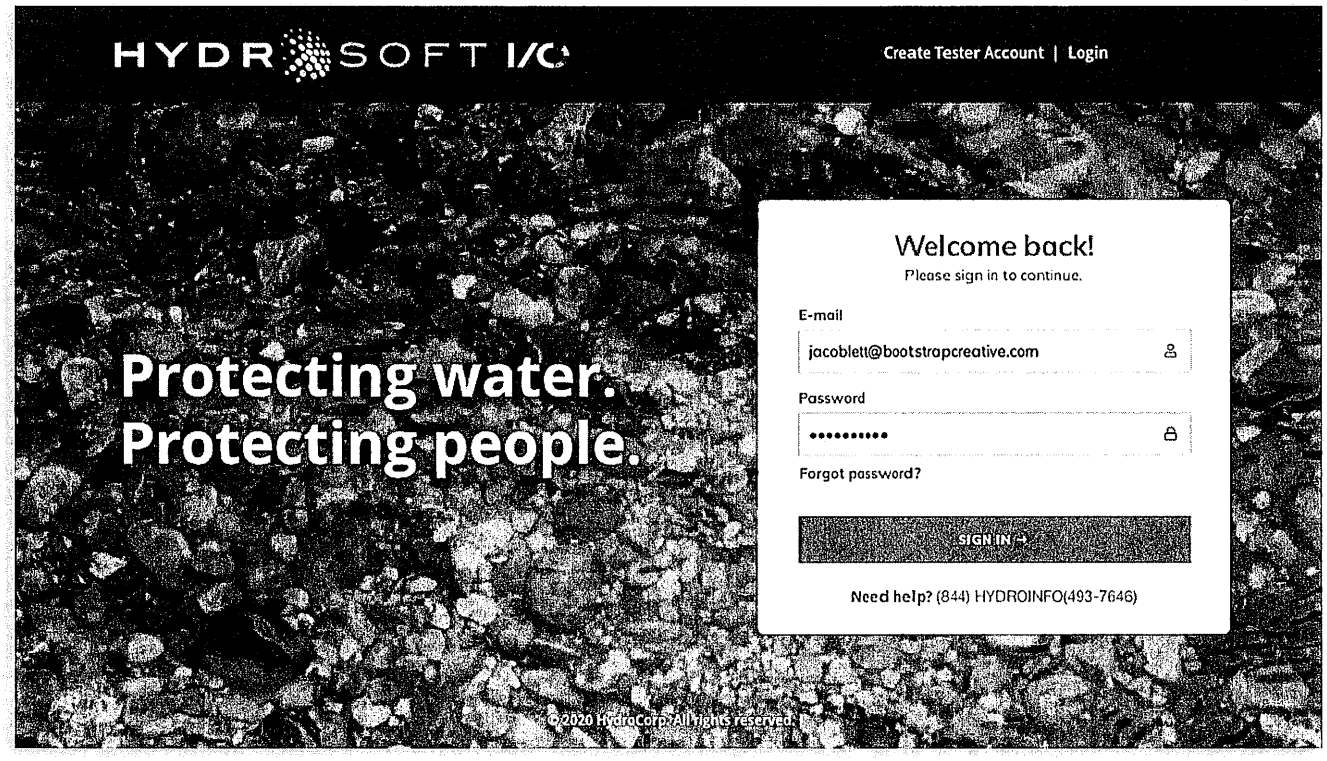




4.3. Annual Backflow Prevention Assembly Testing Record Tracking

- HydroCorp monitors backflow prevention assembly tester credentials and qualifications to ensure that only qualified and state-certified contractors are conducting the work.
- HydroCorp monitors backflow prevention assembly test results. Test results that do not contain all required information are marked as "failed" and a phone call is made to the tester seeking the correct information.
- HydroCorp continually monitors program database information and reviews this with the CITY contact to improve compliance results and customer service. **Most of our Florida clients have achieved 100% compliance with FDEP regulations.**

Example Screen for Online Backflow Preventer Test Record Submission:



4.4. Customer Service / Public Awareness Toolkit

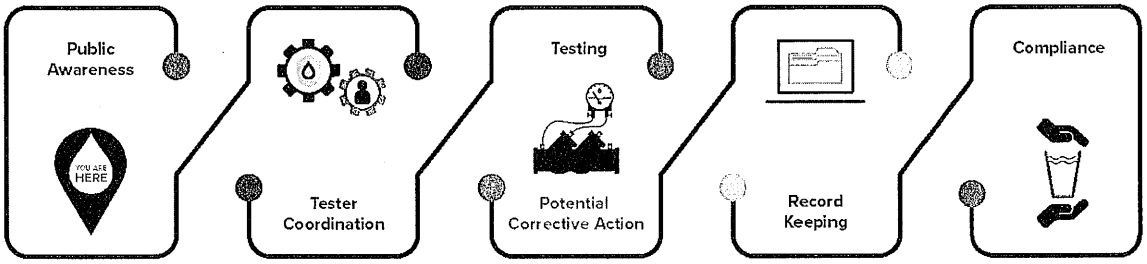
HydroCorp has an extensive customer service call center to answer incoming telephone calls from water users. The call center is staffed from 8:00 AM – 5:00 PM MON-FRI. Most program calls and questions can be answered by one of our representatives. Our field staff also carry tablets and smartphones to respond promptly to customer-related issues.

Preventing backflow contamination and ensuring the functionality of backflow prevention assemblies is a team effort between building owners and the water purveyor. Informing local water customers and building owners affected by the Cross-Connection Control (CCC) program is essential for program success and compliance.

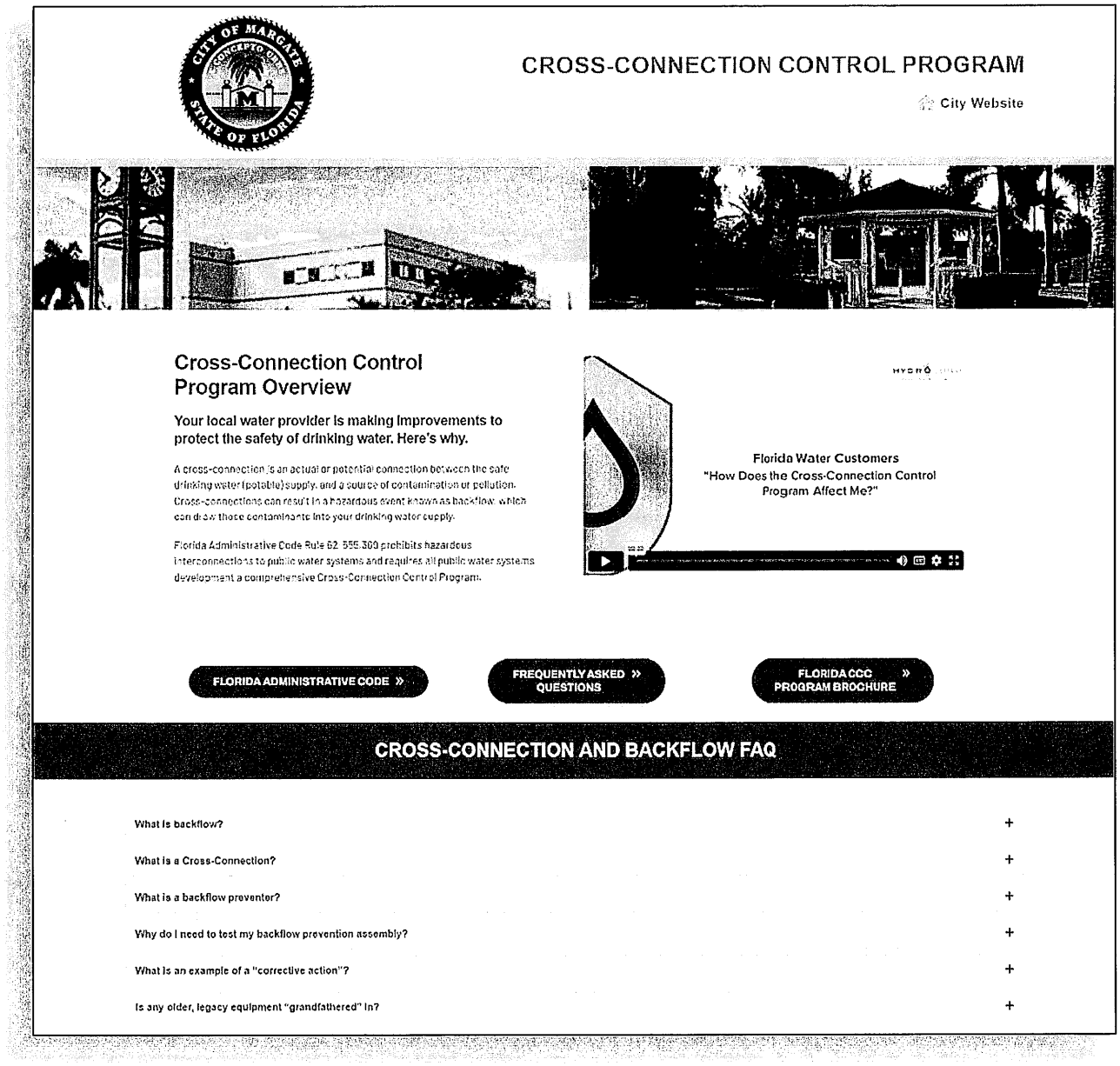
The intended audience of these resources is the end user, Water Customer, Occupant, and/or Owner.

Public Awareness Toolkit includes:

1. Common Definitions and Code references.
2. Sample CCC Program Announcement Letter (applies only to new program clients).
3. Online video explaining the Cross-Connection Control Program.
4. Digital Tri-Fold Educational Brochure (printed versions available for a fee).
5. Pre-written Social Media posts/links.
6. Technical images for use on Utility/City websites and Social Media posts.
7. Web Page hosted by HydroCorp.



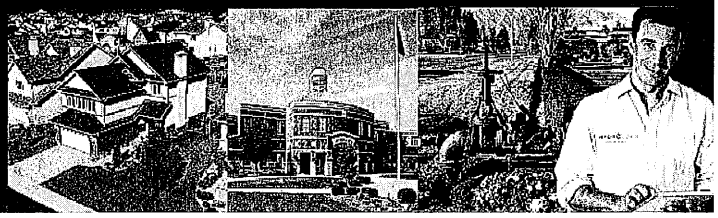
Example custom public awareness website included in the scope of work:



APPENDIX B – PROGRAM WORKFLOW

MUNICIPAL SERVICES

DRAMATICALLY REDUCE THE COST – AND HASSLE – OF BACKFLOW PREVENTION



HYDROCORP.

THE SAFE WATER AUTHORITY.

Cross-connection control programs are a necessary – yet unfunded – burden, mandated by the state to protect drinking water from outside contamination. For utilities that outsource their backflow prevention program, the functional burden is reduced. But the financial burden remains.

Until now. HydroCorp – *The Safe Water Authority*™ – brings Florida utilities an optimized backflow prevention program management system that is quick, convenient, and complete. It practically eliminates costs to the utility. It ensures compliance with testing requirements. It minimizes costs to the consumer. And it removes the hassle, for both the customer and the utility.

A HYDROCORP PROGRAM DELIVERS:

- Increased Staff Efficiencies
- Reduced Cost to Water Utility
- Reduced Testing Cost to Water User
- Assured Regulatory Compliance
- On-Demand Program Tracking and Reporting
- No Software or Hardware to Purchase
- On-Line Software for Utility Personnel to Use for Field Inspections, New Customer Data Entry, and Customer Updates
- Reduced Risk of Backflow Incident
- Professional Program Management and Oversight
- Consistent Program and Testing Costs
- Convenient Billing for Water User

EASY. EFFICIENT. AND CUSTOMIZED.

More than 30 years of cross-connection control expertise means we know the needs of utilities – of all shapes and sizes – and we tailor our services to match those needs precisely. Including options for fee payment:

- Fee added to the monthly water bill
- One-time charge on the water bill
- Separate bill to the consumer, monthly or yearly

HOW IT WORKS:

1

Utility provides HydroCorp with customer account information

2

HydroCorp transfers Utility database information into HydroSoft™ web-based software

3

HydroCorp obtains bids from local contractors for testing of backflow prevention assemblies

4

HydroCorp provides ASSE® and TREEO certified staff for program management oversight, and coordination of all activities for testing, repair, replacement and new installations of assemblies, ensuring consistent procedures and proper licensing and insurance

5

HydroCorp provides a general informational mailer along with web site public education resources

6

HydroCorp provides annual report summarizing all data and program compliance information

7

Utility passes along agreed-upon program fees to water consumers on utility bill



HydroCorp Headquarters

5700 Crooks Rd Suite 100 Troy, MI 48098 844.793.7646 www.hydrocorpinc.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

Meeting Date: 08/22/2023 Item #8.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN & Associates, Inc. 303 E Wacker Dr Suite 650 Chicago IL 60601	**CONTACT NAME:** Telisa Gibson **PHONE (A/C, No, Ext):** 312-856-9400 **FAX (A/C, No):** 312-856-9425 **E-MAIL ADDRESS:** tgibson@rbninsurance.com
INSURED HYDRDES-01 HydroCorp, LLC HydroSoft, LLC Florida HydroCorp 5700 Crooks Road, Suite 100 Troy MI 48098	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Ohio Security Insurance Co. 24082 **INSURER B :** The Travelers Indemnity Co. 25658 **INSURER C :** Travelers Prop Cas Co of Amer 25674 **INSURER D :** Travelers Casualty & Surety Co of America 19038 **INSURER E :** Twin City Fire Insurance Co. 29459 **INSURER F :** ARCH SPECIAITY INS CO 21199

COVERAGES **CERTIFICATE NUMBER:** 332992484 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6602W649777	12/15/2022	12/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA2W651552	12/15/2022	12/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			CUP2W652616	12/15/2022	12/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UBW651969	12/15/2022	12/15/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Crime Cyber E & O/Pollution Liability			83KB0486036-22 C-4LPY-053219-CYBER-2022	11/4/2022 12/15/2022	11/4/2023 12/15/2023	Limit Limit/Aggregate PLEASE SEE BELOW	2,000,000 1,000,000 FOR LIMITS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional (E & O) & Pollution Liability
Carrier: Underwriters at Lloyds
Effective 12/15/2022 Expiration 12/15/2023
Policy number: ANE1010955.22
Each Limit: 2,000,000
Aggregate Limit: 2,000,000
The City of Cooper City, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as an additional insured with respect to the General Liability on primary and non-contributory basis and Auto Liability policy per the attached endorsement, if required. Waiver of Subrogation are included on General Liability and Workers Comp per the attached endorsements.

CERTIFICATE HOLDER

City of Cooper City
9090 SW 50 Place
Cooper City FL 33328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Meeting Date: 08/22/2023 Item #8.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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Meeting Date: 08/22/2023 Item #8.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1), (2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB-2W651969-22-43-G**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

THE CITY OF COOPER CITY, ITS AGENTS, EMPLOYEES, AND OFFICIALS 9090 SW 50 PLACE COOPER CITY, FL 33328

Vendor Compliance Check List

Vendor: HydroCorp LLC **FEIN: 38-2810008**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Contractors	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Friday, June 16, 2023	

Vendor Compliance Check List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Vendor Compliance Check List

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
COSL Singapore Capital Ltd	Iran	Singapore	December 4, 2018	Yes
Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes
Engen Botswana	Sudan & Iran	Botswana	March 24, 2015	Yes
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes
Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (No companies added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021
Unilever Ghana Ltd	Ghana	July 29, 2021

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
# of Companies that Boycott Israel	17	

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance
Check List

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 30, 2023
Secretary of State
8260097754CC

DOCUMENT# P15000026171

Entity Name: FLORIDA HYDROCORP, INC

Current Principal Place of Business:

33-C SUNTREE PLACE
MELBOURNE, FL 32940

Current Mailing Address:

33-C SUNTREE PLACE
MELBOURNE, FL 32940 US

FEI Number: 38-2810008

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LABUTE, LARRY
820 KERRY DOWNS CIRCLE
MELBOURNE, FL 32940 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	C	Title	CFO
Name	LABUTE, LARRY	Name	MARTIN, MARK L
Address	820 KERRY DOWNS CIRCLE	Address	5700 CROOKS RD.
City-State-Zip:	MELBOURNE FL 32940	City-State-Zip:	TROY MI 48098

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK MARTIN PRESIDENT/CEO 01/30/2023

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
HydroCorp, LLC	HydroCorp	Open	03/02/2020		20 to 99		

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

SUBJECT: Discussion and possible action on appointing an appointee and alternate to the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida Governing Board - **Mayor Ross**

RECOMMENDATION:
The Mayor requests Commission discussion and possible action appointing an appointee and alternate to the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida Governing Board.

BACKGROUND OF ITEM:
The 75% population threshold to establish the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida has been reached. There are 28 municipalities as participants in the Interlocal Agreement representing 83% of the County's population.

ANALYSIS:
The next step is for each participating municipality to appoint an appointee and an alternate to the Governing Board.

In terms of job requirements:

- The appointee and alternate **MUST** be elected officials of the municipality.

In terms of job responsibilities, the following are necessary (including but not limited to):

- Attending all meetings of the Authority Governing Board.
- Is selected by the Governing Board, serves on the Executive Committee of the Governing Board, and attends all meetings of the Executive Committee.
- Voting on Authority business on behalf of their respective municipality
- Communicating Authority business/actions to their respective municipality

The deadline for the appointments is September 8, 2023. Once all appointments have been made, an initial meeting of the Governing Board will be scheduled.

STRATEGIC PLAN:
N/A
FISCAL IMPACT:

N/A

ALTERNATIVES:

ATTACHMENTS:

1. Memo – Solid Waste Working Group

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to …	08/09/23 02:26 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to …	08/09/23 02:27 PM
Allen, Tedra	Assigned to City Manager	COMPLETE: Forward to …	08/09/23 02:29 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo…	08/11/23 09:06 AM
Allen, Tedra	END WORKFLOW - APPROVED		08/11/23 09:06 AM

MEMORANDUM

TO: Solid Waste Working Group Members & Alternates

CC: City Managers, City Attorneys and City Clerks

FROM: Mayor Greg Ross, Chair, Solid Waste Working Group

DATE: August 7, 2023

REF: Appointment to Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida

---

I am pleased to advise you that the 75% population threshold to establish the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida has been reached. In fact, we have surpassed that threshold and have 28 municipalities and Broward County as participants to the Interlocal Agreement (ILA) representing 83% of our county population.

The next step in the process is for each participating party to appoint a representative and alternate to the Governing Board of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida

In terms of job requirements:

- The appointee and alternate **MUST** be elected officials of your municipality.

In terms of job responsibilities, the following are necessary (including but not limited to):

- Attending all meetings of the Authority Governing Board.
- If selected by the Governing Board, serving on the Executive Committee of the Governing Board and attending all meetings of the Executive Committee.
- Voting on Authority business on behalf of their respective municipality.
- Communicating Authority business/actions to their respective municipality.

Time is of the essence for these appointments – we have set a September 8, 2023 deadline for all appointments to be made. Please send your municipality's appointment to Mary Lou Tighe at mltighe@browardleague.org.

Once all the appointments have been made, an initial meeting of the Governing Board will be scheduled.

Thank you for your prompt response to this important request.

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commissioner Shrouder

SUBJECT: Discussion on the Executive Assistant to the Elected Official's chain of command - **Commissioner Shrouder**

RECOMMENDATION:
Commissioner Shrouder requests discussion on the Executive Assistant to the Elected Official's chain of command.

BACKGROUND:
At the July 24, 2023 City Commission Budget Workshop discussion ensued on the chain of command for the position of the Executive Assistant to the Elected Officials.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/02/23 01:51 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/03/23 11:11 AM
Allen, Tedra	Assigned to City Manager	COMPLETE: Forward to ...	08/03/23 12:51 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/03/23 01:55 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/03/23 01:55 PM

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commissioner Mallozzi

SUBJECT: Discussion and Possible Action on allowing liquor at Community Center and Pool & Tennis Center facility rentals - **Mayor Ross / Commissioner Mallozzi**

RECOMMENDATION:
Mayor Ross & Commissioner Mallozzi request discussion and possible action on allowing liquor at Community Center and Pool & Tennis Center facility rentals

BACKGROUND:
The current Community Center and Pool and Tennis Center Facility Rental Agreement guidelines list the consumption of liquor as prohibited.

- The use and consumption of beer and wine is permitted in the Facility Rentals when the majority of guests are 21 years old. The consumption of liquor is prohibited.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/03/23 01:46 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/03/23 01:52 PM
Allen, Tedra	Assigned to City Manager	COMPLETE: Forward to ...	08/03/23 02:07 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/04/23 11:23 AM
Allen, Tedra	END WORKFLOW - APPROVED		08/04/23 11:23 AM

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commissioner Shrouder

SUBJECT: Update from the Human Resources Department regarding the fraud hotline and the status of current open positions - **Commissioner Shrouder**

RECOMMENDATION:
Commissioner Shrouder requests an update from the Human Resources Department on the fraud hotline and the status of current open positions.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/02/23 01:52 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/03/23 11:12 AM
Allen, Tedra	Assigned to City Manager	COMPLETE: Forward to ...	08/03/23 12:51 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/03/23 01:53 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/03/23 01:53 PM

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

SUBJECT: Discussion and possible action on cleaning the canal in Flamingo Gardens at SW 118 Avenue, Cooper City, Fl. 33330 – **Commissioner Mallozzi**

RECOMMENDATION:
Commissioner Mallozzi is requesting Commission discussion and possible action on cleaning the Canal in Flamingo Gardens at SW 118 Avenue, Cooper City, Fl. 33330.

BACKGROUND OF ITEM:
The canal was cleaned last in 2014/2015

FISCAL IMPACT:
TBD

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Legal Memo 2020-004
2. Canal photo
3. BCPA record
4. BCPA web map

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	07/28/23 05:36 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/01/23 12:15 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	08/01/23 12:41 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/01/23 04:04 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/01/23 04:16 PM

CITY OF COOPER CITY

MEMORANDUM NO. 2020-004

TO: Mayor Greg Ross
Members of the City Commission

CC: Joe Napoli, City Manager
Kathryn Sims, Assistant City Manager / City Clerk
Mike Bailey, City Engineer / Utility Director
Matt Wood, Growth Management Director

FROM: Jacob G. Horowitz, City Attorney JGH
Michael D. Cirullo, Jr., Assistant City Attorney MDC

DATE: March 9, 2020

RE: City of Cooper City ("City") / Flamingo Gardens Canal Maintenance

The City Attorney's Office has been requested to review the issue of whether the City is responsible for maintaining the canal in Flamingo Gardens. In furtherance of our review, the City's professional staff has provided the City Attorney's Office with a number of documents related to this issue. Our office, with the concurrence of the City Manager's Office, has also obtained title work on the subject property in an effort to reconfirm ownership and maintenance obligations for the canal.

After reviewing the operative documents and legal authority, it is our opinion that the canal is owned by the Flamingo Gardens Lake Maintenance Association (the "Association"). Based on our further legal research and the documents provided, it is also our opinion that the Association is responsible for the canal maintenance.

I. Public Record Documents Reviewed

The City Attorney's Office has received and reviewed the following documentation:

1) June 2, 1977 (Maintenance Agreement) – Agreement between the Central Broward Water Control District and PCH Corp. (the "Developer"), related to maintenance of lakes, canals, swales, and drainage channels.

2) December 6, 1977 (Ordinance No. 77-12-1) – Ordinance of the City Commission accepting and approving the Flamingo Gardens – Poinciana Section Plat. The plat expressly states that the City, by adoption of said ordinance, accepts the park, canal, and all thoroughfares except the Stirling Road right-of-way.

3) March 29, 1979 (Declaration of Covenants and Restrictions for Flamingo Gardens) – Restrictive covenants for Flamingo Gardens prepared by the Developer, providing for the

creation of the Association and establishing procedures and responsibilities for lake area and canal area maintenance.

4) July 5, 1979 (Release of Maintenance Agreement) - Agreement between the Central Broward Water Control District and the Developer, releasing the parties from all obligations established by the June 22, 1977 maintenance agreement and rendering the same null and void. This release agreement references the March 29, 1979 Declaration, stating that the Developer "has established an incorporated association to be comprised of waterfront lot owners and has set forth therein covenants and restrictions to insure proper maintenance of the lake and canal areas within the Flamingo Gardens development."

5) February 22, 1980 (Ordinance No. 80-1-4) – Ordinance of the City Commission accepting and approving the Flamingo Gardens – Tamarind Section Plat.

6) December 9, 1981 – Warranty deed from the Developer to the Association formally conveying ownership of the canal.

7) August 31, 1983 (Letter to City from Senior Engineer) – A correspondence from Senior Engineer W.A. Johnson to then-City Manager Chris Farrell regarding the City's potential future acceptance of a 40' x 105' portion of the canal in Flamingo Gardens. This letter references the City's prior acceptance of the canal pursuant to the Flamingo Gardens – Poinciana Section Plat. This letter further states, as follows:

> The City should receive some form of assurance that this portion will be maintained by the Flamingo Gardens Lake Maintenance Association and be subject to the same maintenance conditions regarding the Central Broward Drainage District as the rest of the canal.

8) August 21, 2014 (Letter to the Association from Legal Counsel) – This correspondence is a legal opinion from Gian Ratnapala, Esq. to the Association advising that the Declaration of Covenants and Restrictions for Flamingo Gardens, dated March 29, 1979, has been extinguished pursuant to the Marketable Record Title Act, and advising the Association of the process of revitalizing the declaration in accordance with Ch. 720, F.S.

9) October 1, 2017 (Declaration of Covenants and Restrictions for Flamingo Gardens) – This declaration appears to be a revitalization of the declaration dated March 29, 1979. In accordance with Section 720.404, F.S., the revived declaration cannot be more restrictive than the previous declaration.

In addition to the foregoing, the title search report also detailed the ownership history of the canal property going back to 1972, along with all restrictions and easements encumbering the subject property. The chain of title, as confirmed by the title company, indicates that ownership of the canal was conveyed from the Developer to the Association in 1981. At no point was title ever conveyed to the City.

II. Summary of Current Information and Further Analysis

The Broward County Property Appraiser ("BCPA") identifies the City as the owner of the canal as a result of the dedication referenced on the Poinciana Plat, which was accepted by the City pursuant to Ordinance No. 77-12-1. In our opinion, this is legally incorrect.

A common-law plat has no effect as a conveyance. *City of Miami v. Florida East Coast Ry. Co.*, 84 So.2d 726, 730 (Fla. 1920). Further, the effect of a dedication does not operate as a grant of the dedicated property. See *AGO 90-62, dated August 7, 1990* and *AGO 78-118, Dated September 27, 1978.* Legal title remains in the grantor while the public takes the beneficial use of the property. The public acquires only a right of easement in trust so long as the dedicated property is used for the intended purpose of the dedication. *Id.* Based on the foregoing, it is our belief that the BCPA records are in error and, notwithstanding the Poinciana Plat dedication and acceptance by the City in 1977, title to the canal property remained vested with the Developer at that time.

This legal conclusion is confirmed by the actions of the parties at the time. As referenced above, subsequent to the dedication of the Poinciana Plat, the Developer executed the Declaration of Covenants and Restrictions for Flamingo Gardens, which referenced the Developer as the "sole owner of the Canal Area." Then, in 1981, the Developer formally conveyed the canal to the Association by warranty deed. At no point did the Developer or the Association ever convey title to the City.

In the August 31, 1983 letter from W.A. Johnson, to then-City Manager Chris Farrell, reference is made to acceptance of the canal by the City through the execution of the plat by the then-Mayor, Russell Setti. This letter also references the City's potential future acceptance of a dedication of the 40' by 105' portion of the property that the Association was seeking to remove from its property taxes. Our office has not received any other information about this subsequent dedication. Nevertheless, as noted, the acceptance of these dedications by the City does not legally convey ownership of the subject properties.

As previously noted, Mr. Johnson wrote that the City should receive some form of assurance that this 40' by 105' portion will be maintained by the Association and be subject to the same maintenance conditions regarding the Central Broward Drainage District as the rest of the canal. This correspondence reconfirms to the City that, in 1983, the Association was clearly intended to maintain the canal.

Finally, as previously noted, the City Attorney's Office has been provided with a copy of the Declaration of Covenants and Restrictions for Flamingo Gardens Lake Maintenance Association, Inc., dated March 29, 1979, and the "revitalized" Declaration dated October 1, 2017. The revitalized Declaration appears to have been adopted and approved pursuant to Chapter 720, Part III, "Covenant Revitalization," whereby an association can revive declarations that have expired so long as the terms are no more restrictive than the original declaration. The revitalized Declaration states the Association owns and shall maintain the canal. However, since it is a "revitalized" Declaration, it is likely that this language is a restatement from the original

Declaration. Nevertheless, the there is no other document or agreement which suggests that the City owns or is obligated to maintain the canal.

III. Conclusion

Based on the foregoing, the Association is the record owner of the canal. As the owner, the Association is legally obligated to maintain the canal. In an effort to correct the public record, the City Attorney's Office will contact the BCPA to clarify their records as to the canal ownership.

Please contact our office if there is any additional information that we can provide.



Meeting Date: 08/22/2023 Item #13.



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	SW 118 AVENUE, COOPER CITY FL 33330
Property Owner	PUBLIC LAND
Mailing Address	% CITY OF COOPER CITY 9090 SW 50 PL COOPER CITY FL 33328-4227

ID #	5040 36 03 0630
Millage	1013
Use	95

Abbr Legal Description	FLAMINGO GARDENS POINCIANA SECTION 99-19 B 40' CANAL R/W LESS THAT PORTION DESC IN OR 9926/619

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$4,260		$4,260	$4,260	
2022	$4,260		$4,260	$4,260	
2021	$4,260		$4,260	$4,260	

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$4,260	$4,260	$4,260	$4,260
Portability	0	0	0	0
Assessed/SOH	$4,260	$4,260	$4,260	$4,260
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	$4,260	$4,260	$4,260	$4,260
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN

Land Calculations

Price	Factor	Type
$0.10	42,573	SF
Adj. Bldg. S.F.		

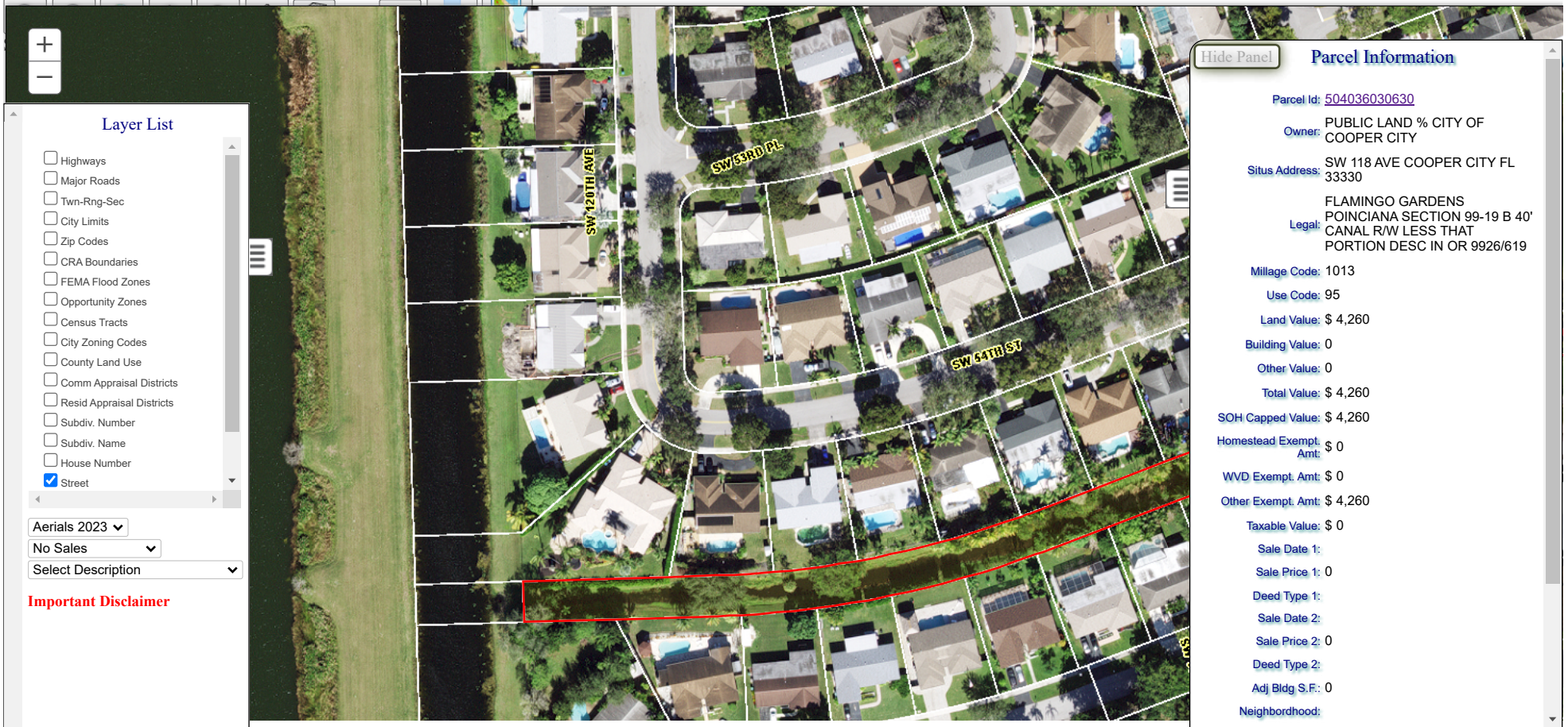
Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
10			B					
X			B					
1								

Meeting Date: 08/22/2023 Item #13.

Search By Parcel Id | Search By Name | Search By Address | Help | About

Marty Kiar Broward County Property Appraiser Florida



Layer List

- Highways
- Major Roads
- Twn-Rng-Sec
- City Limits
- Zip Codes
- CRA Boundaries
- FEMA Flood Zones
- Opportunity Zones
- Census Tracts
- City Zoning Codes
- County Land Use
- Comm Appraisal Districts
- Resid Appraisal Districts
- Subdiv. Number
- Subdiv. Name
- House Number
- Street

Aerials 2023
No Sales
Select Description

Important Disclaimer

Hide Panel

Parcel Information

Parcel Id:	504036030630
Owner:	PUBLIC LAND % CITY OF COOPER CITY
Situs Address:	SW 118 AVE COOPER CITY FL 33330
Legal:	FLAMINGO GARDENS POINCIANA SECTION 99-19 B 40' CANAL R/W LESS THAT PORTION DESC IN OR 9926/619
Millage Code:	1013
Use Code:	95
Land Value:	$ 4,260
Building Value:	0
Other Value:	0
Total Value:	$ 4,260
SOH Capped Value:	$ 4,260
Homestead Exempt. Amt:	$ 0
WVD Exempt. Amt:	$ 0
Other Exempt. Amt:	$ 4,260
Taxable Value:	$ 0
Sale Date 1:	
Sale Price 1:	0
Deed Type 1:	
Sale Date 2:	
Sale Price 2:	0
Deed Type 2:	
Adj Bldg S.F.:	0
Neighborhood:	

1148

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commissioner Shrouder

SUBJECT: Discussion and possible action on the placement of a dog park at the southeast corner of Flamingo Park - **Commissioner Shrouder**

RECOMMENDATION:
Commissioner Shrouder requests discussion and possible action on the placement of a dog park at the southeast corner of Flamingo Park (5300 SW 122nd Avenue).

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/02/23 01:46 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/03/23 11:11 AM
Allen, Tedra	Assigned to City Manager	COMPLETE: Forward to ...	08/03/23 12:52 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/03/23 01:46 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/03/23 01:46 PM

CITY OF Cooper City Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commissioner Shrouder

SUBJECT: Discussion regarding Street Lights and Monument Signs - **Commissioner Shrouder**

RECOMMENDATION:
Commissioner Shrouder requests a discussion regarding Street Lights and Monument Signs.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/02/23 01:49 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/03/23 11:11 AM
Allen, Tedra	Assigned to City Manager	COMPLETE: Forward to ...	08/03/23 12:51 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/03/23 01:49 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/03/23 01:49 PM

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Parks and Recreation

SUBJECT: Franklin Agreement for School Traffic Use

CITY MANAGER RECOMMENDATION:
The City Manager is recommending a discussion and action to move forward with a renewal agreement with Franklin Academy Foundation, Inc. The agreement would be for purposes of Franklin Academy to utilize the parking lot at Flamingo West Park for school drop off and dismissal.

BACKGROUND OF ITEM:
Franklin Academy, is located at 6301 South Flamingo Road, Cooper City. Adjacent to the school is the city-owned facility, Flamingo West Park, 6201 South Flamingo Road. The traffic for the school, relative to drop off and pick up, has presented an impact to traffic flow on South Flamingo Road. At the recommendation of the Broward Sheriff's Office, the school traffic flow has been staged through a traffic pattern in the parking lot of Flamingo West Park.

ANALYSIS:
Through the last two school years, the traffic pattern has been rerouted through Flamingo West Parking lot and this has greatly improved the flow of traffic on South Flamingo Road.

STRATEGIC PLAN:
Coordinating with the schools helps create a Strong Sense of Place, which is identified within the third priority. Working with the schools helps foster community pride and increases social interactions.

FISCAL IMPACT:
For the previous school years, there has been no fiscal monies received from the licensee and no fiscal monies paid from the City.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
N/A	N/A	N/A	N/A

ALTERNATIVES:

If no agreement is entered, the school traffic may overflow onto South Flamingo Road. Additionally, school traffic may not be staged with organization as users may arbitrarily park in the park parking lot and walk over to the school, creating an increase in pedestrian traffic.

ATTACHMENTS:

1. License Agreement for the previous calendar school years.
2. Map of organized traffic flow for use of staging vehicles.
3. Conditional Use Agreement

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	07/28/23 05:38 PM
Allen, Tedra	Assigned to Attorney	COMPLETE: Forward to ...	08/04/23 12:50 PM
Allen, Tedra	Assigned to City Manager	COMPLETE: Forward to ...	08/04/23 04:29 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/04/23 04:56 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/04/23 04:56 PM

LICENSE AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 27th day of April, **2022** by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, FL 33328** (hereinafter referred to as the "CITY")

and

FRANKLIN ACADEMY FOUNDATION, INC., an charter school authorized to do business in the State of Florida, with a business address of **6301 S. Flamingo Road, Cooper City, FL 33330** (hereinafter referred to as the "LICENSEE"). LICENSEE and CITY may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the CITY owns and maintains Flamingo West Park, located at 6201 S. Flamingo Road in Cooper City (the "Park"); and,

WHEREAS, CITY is willing to grant LICENSEE a license to access and use certain parking lot areas located in the Park, as more particularly described on Exhibit "A" for the purpose of staging vehicles during certain times in an effort to alleviate traffic congestion on Flamingo Road; and

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and LICENSEE agree as follows:

ARTICLE 1 – RECITALS

1.1 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference. All exhibits attached hereto are incorporated herein by reference.

ARTICLE 2 – LICENSE

2.1 **Grant of License.** CITY hereby grants to LICENSEE a non-exclusive, non-transferable license ("License") to use, at its sole cost and expense, various parking lot areas (the "Property") in the parking lot of Flamingo West Park, located at 6201 S. Flamingo Road, Cooper City, FL 33330 for the purpose of staging vehicles during certain times in an effort to alleviate traffic congestion on Flamingo Road.

2.1.1 LICENSEE's use of parking lot areas at the Park shall be limited to the following times on regularly scheduled school days during the school year:

A) Drop off (K-5th): 6:50 a.m. – 7:30 a.m.

Drop off (6-8th): 8:00 a.m. – 8:30 a.m.

B) Pickup (K-5th): 2:10 p.m. – 2:40 p.m.
Pickup (6-8th): 3:10 p.m. – 3:40 p.m.

LICENSEE shall not unlock or access the Park prior to the times set forth herein or prior to such time that the LICENSEE is prepared to receive students. LICENSEE shall not permit the staging of vehicles at any time other than the timeframes set forth in this section. The Park opens at 8:00 a.m. LICENSEE shall lock all gate access to the Park between 7:30 a.m. and 8:00 a.m.

2.1.2 The CITY has issued two (2) keys to the LICENSEE to access the Park for the purposes set forth herein. A copy of the LICENSEE's acknowledgment of receiving the keys is attached as Exhibit "A." In the event that this agreement is terminated for any reason, the LICENSEE shall immediately return all keys to the CITY.

2.1.3 LICENSEE shall have no less than two (2) staff members located at the Park during all drop-off and pick-up times, as set forth in Section 2.1.1.

2.1.4 LICENSEE shall notify City staff and request the CITY's approval in the event that there is a delay in the pick-up times set forth in Section 2.1.1.

2.1.5 LICENSEE shall be responsible for a pro-rata share equal to twenty-five percent (25%) of all costs to maintain and to rehabilitate the parking lot areas used for the purpose of staging vehicles pursuant to this Agreement. The CITY shall submit an invoice to the LICENSEE for the LICENSEE's share of maintenance and rehabilitation costs each time the CITY maintains the parking lot area during the term of this Agreement. LICENSEE shall remit payment to the CITY within 15 days of receipt of such invoice.

2.1.6 LICENSEE shall be responsible for the restoration of any damage that occurs to the parking lot areas as a result of the LICENSEE's use.

2.1.7 The License granted herein shall remain valid until termination of this Agreement.

2.2 **License Fee.** LICENSEE agrees to pay CITY One Dollar and 00/100 ($1.00) per year for the use of Property pursuant to the terms and conditions described herein. The CITY reserves the right to charge an additional license fee at any time during the term of this agreement, subject to the mutual written agreement of the Parties.

2.3 LICENSEE agrees that it shall be solely responsible for any and all costs and/or expenses associated with, or as a result of its operation under this Agreement and further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this agreement, if any, including the cost associated therewith, unless waived by the

City.

ARTICLE 3 – SPECIAL CONDITIONS

3.1 **Term.** This Agreement shall be effective upon execution. Unless terminated earlier, the term of Agreement expire on June 10, 2023. The Parties shall have the option to renew for additional one (1) year periods thereafter, evidenced by a written amendment signed by the Parties hereto.

3.3 **Termination.** CITY reserves the right to terminate this Agreement for convenience, upon seven (7) days' written notice to LICENSE. This agreement shall be subject to termination by CITY for cause, should LICENSEE neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of fifteen (15) days after receipt by LICENSEE of written notice of such neglect or failure.

3.4 **Transfer**. LICENSEE shall not assign or transfer the rights described herein for any purpose.

3.5 LICENSEE shall accept Property in its current "as is" condition. LICENSEE agrees it shall not make, or permit to be made any changes or improvements to the Property, except upon written approval of the City. Any changes or improvements approved by CITY shall remain as part of Property and the property of the CITY at the end of the term of this agreement.

3.6 CITY reserves the right to limit, if necessary, the use of Property or the Park to prevent misuse or abuse of the Property, at the sole discretion of CITY.

3.7 LICENSEE shall furnish all services, labor, equipment, and materials necessary and as may be required herein, all work performed by LICENSEE shall be done in a safe and professional manner.

ARTICLE 4 – INDMENIFICATION

4.1 LICENSEE hereby agrees to indemnify CITY and hold CITY harmless from any and all claims, demands, liabilities, losses, damages, or expenses which may be incurred by LICENSEE or by any parents or other individuals utilizing the Property on behalf of LICENSEE pursuant to this Agreement which may arise or be claimed against CITY by any person, including, but not limited to, any claim, liability, loss, damage or expense arising by reason of: (i) the injury to person or personal property from whatever cause while in LICENSEE's care, or while on or adjacent to Property, or for claims which are in any way connected with LICENSEE's use Property or the Park, during the term of Agreement; (ii) any work performed or services provided by LICENSEE, its agents, or employees; (iii) LICENSEE's failure to perform any provision of this Agreement or to comply with any requirement imposed on it by any duly authorized governmental agency or political subdivision; or (iv) LICENSEE's failure or inability to pay as they become due any obligations incurred by it in connection with LICENSEE's obligations hereunder. CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of LISCENSEE. For purposes

of this indemnification, CITY shall include any officer, employee, or agent of CITY, in their official or individual capacity.

4.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination for any reason, the terms and conditions of this Article shall survive indefinitely.

ARTICLE 5 – INSURANCE

5.1 LICENSEE shall pay all claims and losses in connection with the services to be provided herein and related to the use of License and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. LICENSEE expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

5.2 LICENSEE shall not commence performance under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by CITY's Risk Manager.

5.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company. Coverage may also be provided by a self-insurance program established and operating under the laws of the State of Florida.

5.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the LICENSEE or their Insurance Broker must agree to provide notice.

5.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of this Agreement are satisfactorily completed. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the LICENSEE shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The LICENSEE shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. LICENSEE shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

5.6 REQUIRED INSURANCE

LICENSEE shall be required to obtain all applicable insurance coverage, as indicated below,

prior to commencing any work pursuant to this Agreement:

5.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Cooper City must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

5.7 REQUIRED ENDORSEMENTS

5.7.1 The City of Cooper City shall be named as an Additional Insured on each of the Policies required herein.
5.7.2 Waiver of all Rights of Subrogation against the CITY.
5.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
5.7.4 LICENSEE's policies shall be Primary & Non-Contributory.
5.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
5.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

5.8 Any and all insurance required of the LICENSEE pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the LICENSEE and provided proof of such coverage is provided to CITY. The LICENSEE and any subcontractors shall maintain such policies during the term of this Agreement.

5.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

ARTICLE 6 – NON-DISCRIMINATION & EQUAL OPPORTUNITY

During the performance of the Agreement, neither the LICENSEE nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. LICENSEE will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. LICENSEE shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. LICENSEE further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 7 – INDEPENDENT CONTRACTOR

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

ARTICLE 8 – UNCONTROLLABLE FORCES

Neither CITY nor LICENSEE shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from

performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

The CITY may, in its sole discretion, at any time and without notice to the LICENSEE, access the Property and, if necessary to ensure the health, safety and welfare of the community, deny LICENSEE access to the Property for any reason.

ARTICLE 9 – GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 10 – MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between LICENSEE and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both LICENSEE and CITY with the same formality and equal dignity herewith.

ARTICLE 11 – PUBLIC RECORDS

11.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law. Specifically, the LICENSEE shall:

11.1.1 Keep and maintain public records required by the CITY to perform the service;

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

11.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, LICENSEE shall destroy all copies of such confidential and exempt records remaining in its possession after the LICENSEE transfers the records in its possession to the CITY; and

11.1.4 Upon completion of the Agreement, LICENSEE shall transfer to the CITY, at no cost to the CITY, all public records in LICENSEE's possession. All records stored electronically by the LICENSEE must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

11.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
9090 S.W. 50th Place
COOPER CITY, FL 33028
(954) 434-4300, x 291
tallen@coopercityfl.org

ARTICLE 12
MISCELLANEOUS

12.1 **Records.** LICENSEE shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to perform pursuant to Agreement. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement.

12.2 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, LICENSEE and CITY designate the following as the respective places for giving of notice:

CITY: Joseph Napoli, City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33028
Telephone No. (954) 434-4300, x293

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

LICENSEE: Scott Sznitken, Executive Director
Franklin Academy Foundation, Inc.
1225 SE 2nd. Ave
Fort Lauderdale, Florida 33316
Telephone No. (954) 745-7601

12.3 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.4 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.5 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

12.6 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

12.7 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall protect CITY's property from all damage whatsoever on account of the services being carried on pursuant to this Agreement.

12.8 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12.9 **Compliance with Statutes.** It shall be the LICENSEE's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable, including Florida Information Protection Act, Section 501.171, Florida Statutes, if applicable.

12.10 **Scrutinized Companies.** LICENSEE, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.10.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott

Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.10.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.10.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.10.2.2 Is engaged in business operations in Syria.

12.11 **Electronic Signatures**. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

12.12 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

12.12.1 Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

12.12.2 Registration Requirement; Termination:
Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE FOLLOWS

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____
TEDRA ALLEN, CITY CLERK JOSEPH NAPOLI, CITY MANAGER

APPROVED AS TO FORM:

_____
Name: _____
OFFICE OF THE CITY ATTORNEY

LICENSEE:

Signed By: _____

Name: Scott Sznitken

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

04/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Susan Newport
Egis Insurance & Risk Advisors	PHONE (A/C, No, Ext): (561) 717-2927 FAX (A/C, No):
250 International Parkway	E-MAIL ADDRESS: snewport@egisadvisors.com
Suite 260	INSURER(S) AFFORDING COVERAGE / NAIC #
Lake Mary FL 32746	INSURER A : Florida Insurance Alliance 11111
INSURED	INSURER B :
Franklin Academy Foundation, Inc.	INSURER C :
dba Franklin Academy Cooper City (5037)	INSURER D :
6301 Flamingo Road	INSURER E :
Cooper City FL 33330	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		70121012	07/01/2021	07/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ Included $ 5,000 $ Included $ 3,000,000 $ Included $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			70121012	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		U7121009	07/01/2021	07/01/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC70121009	07/01/2021	07/01/2022	[ ] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Increased Limits $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Educators Legal Liability & EPLI			70121012	07/01/2021	07/01/2022	Policy Limit Aggregate Deductible	$1,000,000 $2,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additional Insured - Owners, Lessees or Contractors with respect to Florida Charter Foundation, Inc. dba Franklin Academy Cooper City(5037) located at 6301 Flamingo Road, Cooper City, FL 33026. The policy is Primary and Non-Contributory and a Waiver of Subrogation applies. A minimum 30 days notice will be provided to the Certificate Holder for coverage cancellation. Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss.

CERTIFICATE HOLDER

City of Cooper City
9090 SW 50th Place
Cooper City FL 33328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brent Guimard

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CITY OF Cooper City
Someplace Special

THE CITY OF COOPER CITY
DOCUMENT ROUTING FORM

ORIGINATING DEPARTMENT: Parks and Recreation

DEPT. CONTACT PERSON: Stacie Weiss - Director **EXT.** 295

PLEASE COMPLETE FOR AGREEMENTS ONLY********RETURN TO CITY CLERK'S OFFICE**

NAME OF OTHER CONTRACTUAL PARTY/ENTITY: Franklin Academy Foundation, INC.

IS THIS AGREEMENT A RESULT OF A COMPETITIVE PROCUREMENT PROCESS? ☐ YES ☑ NO

TOTAL CONTRACT AMOUNT: $_____ **FUNDING INVOLVED?** ☐ YES ☑ NO

OTHER: (PLEASE SPECIFY) License Agreement

PURPOSE OF ITEM (BRIEF SUMMARY): Agreement with Franklin Academy for the use of Flamingo West Park during drop off and pick up times.

COMMISSION APPROVAL DATE: ___/___/_____ **IF THIS DOES NOT REQUIRE COMMISSION APPROVAL, PLEASE EXPLAIN:** Within Managers Authority.

PLEASE COMPLETE FOR ALL OTHER ITEMS*****RETURN TO ORIGINATING DEPARTMENT**

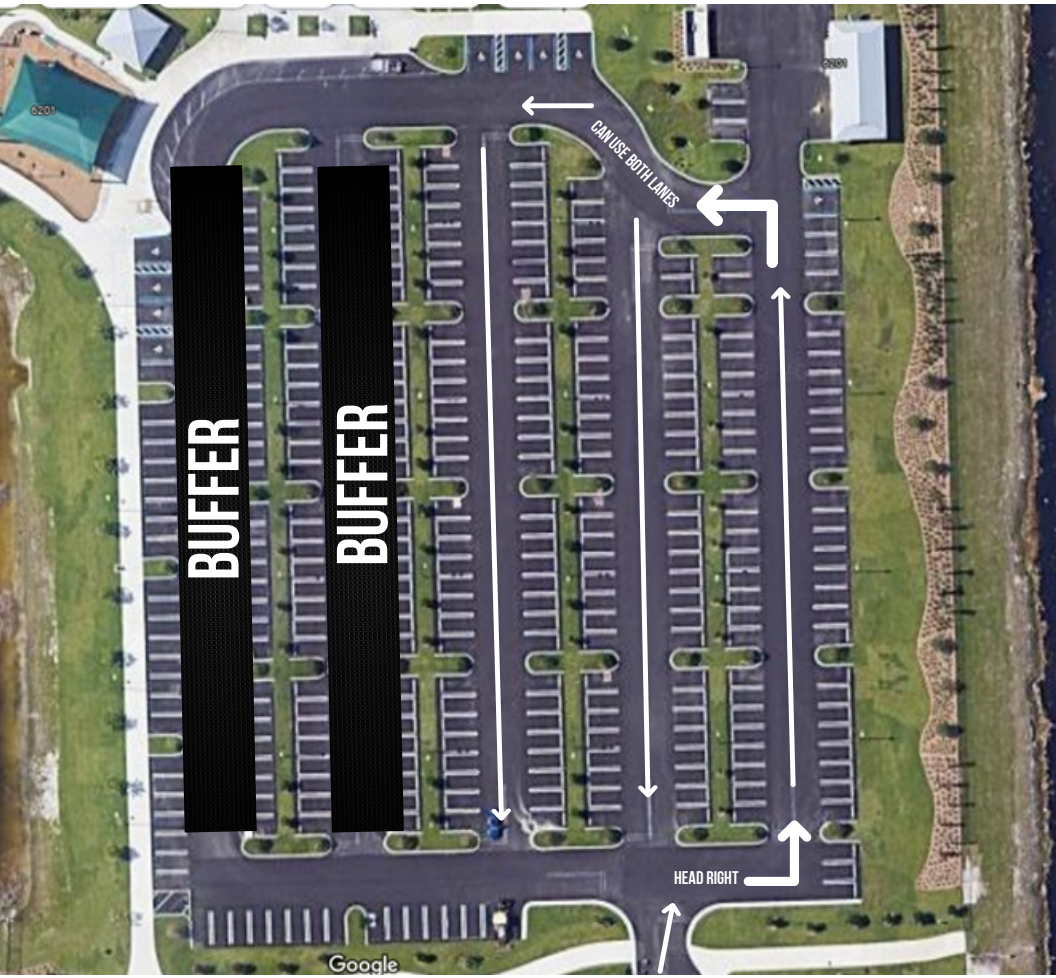
DOCUMENT TYPE: _____

PURPOSE OF ITEM (BRIEF SUMMARY): _____

ROUTING INFORMATION	Date	PLEASE PRINT AND SIGN
APPROVAL BY DEPARTMENTAL DIRECTOR	4/26/2022	PRINT: Stacie Weiss SIGNATURE: Stacie Weiss
PURCHASING (IF APPLICABLE)	N/A	PRINT: N/A SIGNATURE:
FINANCE (IF APPLICABLE)	N/A	PRINT: N/A SIGNATURE:
CITY ATTORNEY (IF APPLICABLE)	4/27/22	PRINT: Jordo Horowitz SIGNATURE:
RISK MANAGEMENT (IF APPLICABLE)	5/18/22	PRINT: Lourdes Montecon SIGNATURE:
RECEIVED BY CITY MANAGER		PRINT: SIGNATURE:
COMMUNICATION (BUDGET AMENDMENT)		PRINT: SIGNATURE:

PLEASE ATTACH THIS ROUTING FORM TO ALL DOCUMENTS THAT REQUIRE EXECUTION BY THE CITY MANAGER

COOPER CITY
FLAMINGO WEST PARKING LOT



Franklin Academy Charter School

Conditional Use Agreements Report

-Overview of Commitments from Conditional Use
CU 7-1-1 and CU 10-2-19..... p 1-2

-Original Staff Report for Conditional Use # 7-1-11 .....p 3-7

-Original Staff Report for Conditional Use # 10-2-19 .....p 8-9

-City Commission meeting minutes from April 10 2012.....p 10-14

-City Commission meeting minutes from December 3, 2019.....p 15-19

-New Dash Pass System (FOB replacement).....p 20-21

-New vehicle stacking plan in Flamingo West Park.....p 22

-Copy of "Parent Contract" with School.....p 23-24

-School commitment to work with City on traffic issues.....p 25

Overview of Commitments

Conditional Use for Franklin Academy-Flamingo
Petition #CU 7-1-11
Commission Meeting 4/10/12

Items listed in Blue not compliant.

MOTION: To approve the Conditional Use Petition, pursuant to the stipulations, conditions and commitments contained on Page 3 of the staff report along with the traffic calming conditions stipulated to by the petitioner. – Res. No. 12-4-3 Moved by Commissioner Sims. Seconded by Commissioner Green. Roll Call Vote Commissioner Green: Yes Commissioner Curran: Yes Commissioner Sims: Yes Commissioner Mallozzi: Yes Mayor Eisinger: No Motion passed.

The petitioner has committed to the following prior to issuance of a CO for the school:

1. The intersection of Flamingo Road at Schott Circle/West Lake Boulevard will be fully signalized with pedestrian crossings (including push buttons and ADA compliant sidewalks).
2. A Reduced Speed School Zone will be established with "School Zone – Fines Doubled" signage and "School Zone" flashers to be installed along Flamingo Road, approximately 200 feet north and south of the Schott Circle intersection.
3. The southbound right turn lane and northbound left turn lane at Schott Circle shall be extended to the maximum distance available.
4. Parking Prohibition Signs will be placed along West Lake Boulevard and along Flamingo Road subject to approval by FDOT.

In addition, the petitioner has committed to the following additional conditions:

1. Any overcapacity vehicle trips on adjacent roadways as determined by Broward County will be mitigated through a contribution to the Broward County Signalization Engineering Improvements (SEI) Capital Program to modernize the signals in the area. If there are any overcapacity trips the applicant must enter into a mitigation agreement with Broward County prior to obtaining County Commission approval of the note amendment.
2. **The school will initially provide for six buses, each of which can accommodate 65 students per run. Each bus will also complete two routes in the afternoon, providing even greater capacity.**
3. During the school's morning (7:00 am to 8:15 am) and afternoon (1:30 pm to 4:15 pm) peak periods, an off-duty police officer will control the intersection of Flamingo Road and Schott Circle.
   (Requirement removed by CU 10-2-19, below)
4. State certified crossing guards will be provided along with trained traffic control persons at particularly specified locations on site in order to enforce the correct operation of the circulation aisle, the student loading areas and parking lots during the school's morning and afternoon peak periods (7:00 am to 7:45 am/2:30 pm to 4:00 pm).
5. Staggered dismissal times between elementary and middle school grade levels of not less than 45 minutes in the afternoon will be implemented for a more organized dismissal process and to eliminate congestion. Supervised AM drop off times are extended starting at 7 a.m. for a 7:45 a.m. start.
6. Parents will be required to sign a "Parent Contract" which commits them to acknowledging the requirements of the Operational Plan including the drop off and pick up times as well as restrictions against parking off site in adjacent street rights-of-way, including West Lake Boulevard. Non adherence to the contract may result in the student being withdrawn or not being readmitted.

7. **An FOB system will be used for safe and efficient student pick-up by par discussed by the school on the 7/29/21 meeting with City Manager, Captain DeGiovanni and School Staff). See attached for narrative on new system used.**
8. Grades are limited to K-8 with a max student enrollment of 1,340 students.

PARKING/STACKING ADEQUACY: Parking requirements are met utilizing the lot on the south end of the site. The parking lot is intended for use by school staff that would arrive/depart well before/after the time of student arrival/departure. During times of traffic control this lot would only be accessed using a counterclockwise traffic pattern. During student drop-off and pick-up times this parking lot would be closed off by cones and monitored by the traffic control personnel stationed at its entrance. Additional traffic control personnel would be stationed in the parent drop-off/pick-up area to ensure safe and orderly traffic in that area.

In addition, the proposed on-site traffic circulation pattern maximizes the amount of vehicle stacking on site for pick up and drop off for approximately 159 vehicles. An FOB system will be used for safe and efficient student pick-up by parents. Consequently, the applicant has committed that there will be no traffic overflow onto residential streets.

FOB procedures include the following:

1. Staggered release times of not less than 45 minutes for elementary and middle school grades.
2. Registered carpools will be given "first in line" status in cueing lines.
3. Parents will be prohibited from arriving, stopping or entering the school more than 15 minutes prior to dismissal. This decreases traffic build-up caused by cars cueing well ahead of dismissal times.
4. Upon arriving on site parents swipe their assigned FOB into one of two stations.
5. The system alerts the appropriate teacher by displaying the students name and time of parent arrival on laptops or overhead monitors networked into every classroom.
6. Teachers then enter the dismissal into the system and dismiss the student where he/she is directed to the loading area.
7. Students arrive as cars are completing the queuing process and are loaded into vehicles by staff/parents at one of 29 curbside loading stations.

Staff recommends **APPROVAL** of the Conditional Use request for the proposed K-8 charter school use subject to the following:

1. Assignment of a full time school resource deputy as per the recommendation of BSO.
2. The petitioner's access and traffic control and pedestrian safety commitments listed in this staff report.

Conditional Use for Franklin Academy-Flamingo
Petition #CU 10-2-19
Commission Meeting 12/3/19

Resolution 19-12-1 - Growth Management

City Attorney Horowitz read " A RESOLUTION OF THE CITY COMIYISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AN AMENDMENT TO THE CONDITIONAL USE FOR FRANKLIN ACADEIYY - FLAIYINGO (PETITION #cu 10-2-19) GRANTED PURSUANT TO RESOLUTION NO. 12-4-3 AND RESOLUTION NO. 12-4-4, ADOPTED ON AUGUST 10,2012; **ALLOWING FOR THE PLACEMENT OF COMMUNITY SERVICE AIDE** TO PROVIDE TRAFFIC CONTROL AT THE INTERSECTION OF FLAMINGO ROAD AND SCHOTT CIRCLE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

MOTION: **To approve 19-12-1**. Moved by Commissioner Curran. Seconded by Commissioner Green' Commissioner Pulcini, and Mayor Ross, No, Commissioners Meltzer, Green and Curran, Yes. **Motion passed**'

Detail to direct traffic <u>not required</u> to be a sworn officer.

COOPER CITY
Someplace Special

MEMORANDUM

To: City Commission Members

From: Matt Wood, Growth Management Director

Thru: Bruce Loucks, City Manager

Date: April 9, 2012

Re: Conditional Use for Franklin Academy-Flamingo
Petition #CU 7-1-11

Petition Name: Franklin Academy-Flamingo

Location: 6301 South Flamingo Road -- Generally located on the west side of Flamingo Road, approximately ¼ mile south of Stirling Road

Owner/Agent: Archdiocese of Miami, Owner
The Florida Charter Foundation, Inc., Petitioner
Hoyt Holden, AICP/Calvin, Giordano and Assoc., Inc., Agent

Acres: 9.25

Land Use/Zoning: E, Estate/X-1, Civic District

Request: Conditional Use for a proposed elementary/secondary charter school.

PROPERTY DESCRIPTION: The subject site is approximately 9.3 acres in size and is currently vacant. The land use and zoning of the surrounding areas can be described as follows:

East: Rock Creek community zoned PUD, Planned Unit Development and Land Use Plan designated R-5, Residential 3-5 DU/AC.

North: Proposed Cooper City Soccer Park, zoned and Land Use Plan designated E, Estate.

West: Single family homes in the Town of Southwest Ranches also zoned and Land Use Plan designated for Estate single family dwellings.

South: Vacant land and the Schott Center, zoned X-1, Civic District and Land Use Plan designated CF, Community Facility.

BACKGROUND: This petition is part of a package of petitions being processed by the agents for The Florida Charter Foundation in order to construct a K-8 charter school to accommodate up to 1,340 students on the property. A Conditional Use Approval is necessary for the proposed charter to operate on the subject site, zoned X-1, Civic District. Submitted concurrently with this request are applications for site plan and plat amendment approvals.

ANALYSIS OF CONDITIONAL USE REQUEST

NATURE OF USE: The proposed use of this property for a K-8 charter school is consistent with the type of use and structures intended within the X-I Civic district. This school use is specifically listed in Sec.23-10 *Use Regulations Schedule*, of the City's Code of Ordinances, as permitted, subject to Conditional Use approval by the City Commission.

PLAN COMPLIANCE: The subject site is designated "Estate" on the Cooper City Future Land Use Map. This application is consistent with the permitted uses of the Estate Category of the Cooper City Comprehensive Plan and accordingly Policy 1.4.4., which mandates the consistency of land uses within the Residential designations. The proposed change is consistent with Objective 1.12 and the supporting Policies of the Comprehensive Plan to provide sufficient land for schools, proximate to residential areas and parks, and consistent with land area guidelines. As such, the rezoning request may be considered consistent with the City Comprehensive Plan.

CODE COMPLIANCE: The proposed use complies with all applicable regulations and specific standards in the Code. Site Plan and Plat petitions have been submitted concurrently with this petition and all reflect compliance with applicable codes and standards. The City's X-1, Civic zoning district supports the intended use in areas designated Estate. As such, the conditional request may be considered consistent with the City's zoning code.

LAND USE COMPATIBILITY: The proposed charter school may be considered compatible with existing and planned land uses in the vicinity. As previously described, there is the proposed Cooper City soccer park to the north. The Rock Creek community to the east is across Flamingo Road where there will be a full signalization and other traffic improvements proposed for the intersection with West Lake Boulevard to address traffic safety and impacts in the area. To the south the Schott Center and the additional vacant land owned by the Archdiocese are expected to be a compatible community facility uses with the intended charter school. The residential homes to the west in the Town of Southwest Ranches are proposed to be buffered through site plan design and building layout on the property which incorporates orienting the outdoor recreation activities to the east side of the school and maintaining lighting levels that will not exceed 0 foot-candles along the west property line.

TRAFFIC IMPACTS: The proposed school must meet all traffic concurrency regulations prior to permit issuance. Through the development review process, the City, FDOT and Broward County have and will continue to assess the additional traffic generated by the additional uses and will require additional traffic/traffic management improvements prior to the issuance of a building permit. The property is adequately situated with direct access on Flamingo Road, an arterial roadway in the City.

A traffic impact study and Operational Management Plan have been prepared by Calvin Giordano and Associates and reviewed on behalf of the City by Kimley-Horn and Associates, Inc. As a result of these analyses, and in response to comments received by the City, FDOT and Broward County, the petitioner has committed to the following prior to issuance of a CO for the school:

1. The intersection of Flamingo Road at Schott Circle/West Lake Boulevard will be fully signalized with pedestrian crossings (including push buttons and ADA compliant sidewalks).
2. A Reduced Speed School Zone will be established with "School Zone – Fines Doubled" signage and "School Zone" flashers to be installed along Flamingo Road, approximately 200 feet north and south of the Schott Circle intersection.
3. The southbound right turn lane and northbound left turn lane at Schott Circle shall be extended to the maximum distance available.
4. Parking Prohibition Signs will be placed along West Lake Boulevard and along Flamingo Road subject to approval by FDOT.

In addition, the petitioner has committed to the following additional conditions:

1. Any overcapacity vehicle trips on adjacent roadways as determined by Broward County will be mitigated through a contribution to the Broward County Signalization Engineering Improvements (SEI) Capital Program to modernize the signals in the area. If there are any overcapacity trips the applicant must enter into a mitigation agreement with Broward County prior to obtaining County Commission approval of the note amendment.
2. The school will initially provide for six buses, each of which can accommodate 65 students per run. Each bus will also complete two routes in the afternoon, providing even greater capacity.
3. During the school's morning (7:00 am to 8:15 am) and afternoon (1:30 pm to 4:15 pm) peak periods, an off-duty police officer will control the intersection of Flamingo Road and Schott Circle.
4. State certified crossing guards will be provided along with trained traffic control persons at particularly specified locations on site in order to enforce the correct operation of the circulation aisle, the student loading areas and parking lots during the school's morning and afternoon peak periods (7:00 am to 7:45 am/2:30 pm to 4:00 pm).
5. Staggered dismissal times between elementary and middle school grade levels of not less than 45 minutes in the afternoon will be implemented for a more organized dismissal process and to eliminate congestion. Supervised AM drop off times are extended starting at 7 a.m. for a 7:45 a.m. start.
6. Parents will be required to sign a "Parent Contract" which commits them to acknowledging the requirements of the Operational Plan including the drop off and pick up times as well as restrictions against parking off site in adjacent street rights-of-way, including West Lake Boulevard. Non adherence to the contract may result in the student being withdrawn or not being readmitted.
7. An FOB system will be used for safe and efficient student pick-up by parents.

Accordingly, these proposed traffic commitments/conditions will enhance the vehicular safety of the intersection and provide protective measures for pedestrian safety and movement as well.

PARKING/STACKING ADEQUACY: Parking requirements are met utilizing the lot on the south end of the site. The parking lot is intended for use by school staff that would arrive/depart well before/after the time of student arrival/departure. During times of traffic control this lot would only be accessed using a counterclockwise traffic pattern. During student drop-off and pick-up times this parking lot would be closed off by cones and monitored by the traffic control personnel stationed at its entrance. Additional traffic control personnel would be stationed in the parent drop-off/pick-up area to ensure safe and orderly traffic in that area.

In addition, the proposed on-site traffic circulation pattern maximizes the amount of vehicle stacking on site for pick up and drop off for approximately 159 vehicles. An FOB system will be used for safe and efficient student pick-up by parents. Consequently, the applicant has committed that there will be no traffic overflow onto residential streets.

FOB procedures include the following:

1. Staggered release times of not less than 45 minutes for elementary and middle school grades.
2. Registered carpools will be given "first in line" status in cueing lines.
3. Parents will be prohibited from arriving, stopping or entering the school more than 15 minutes prior to dismissal. This decreases traffic build-up caused by cars cueing well ahead of dismissal times.
4. Upon arriving on site parents swipe their assigned FOB into one of two stations.
5. The system alerts the appropriate teacher by displaying the students name and time of parent arrival on laptops or overhead monitors networked into every classroom.
6. Teachers then enter the dismissal into the system and dismiss the student where he/she is directed to the loading area.
7. Students arrive as cars are completing the queuing process and are loaded into vehicles by staff/parents at one of 29 curbside loading stations.

HAZARD PROTECTION: The proposed use will reasonably protect persons and property from flooding, erosion, fire, noise, glare or similar hazards. Protection against all potential hazards is provided through the site plan and building permit processes, including paving and grading, engineering, building construction and inspections. The school will be equipped with a permanent fire sprinkler system thereby minimizing the possibility of any fire hazard to the subject site or adjacent properties.

RECOMMENDATION: Staff recommends **APPROVAL** of the Conditional Use request for the proposed K-8 charter school use subject to the following:

1. Assignment of a full time school resource deputy as per the recommendation of BSO.
2. The petitioner's access and traffic control and pedestrian safety commitments listed in this staff report.

PLANNING AND ZONING BOARD RECOMMENDATION: At the meeting on February 27, 2012, the Planning and Zoning Board recommended APPROVAL of the Conditional Use petition (CU 7-1-11) on a 6-3 vote, with Mr. Valenti, Mrs. Sori and Mr. Laufenburg dissenting, subject to the following:

1. Restricting the eastbound and westbound through movements at the Flamingo Road at Schott Circle/West Lake Boulevard intersection (left-out or right-out turns only).
2. Including a permanent BSO officer during the school's morning and afternoon peak periods to control the intersection of Flamingo Road and Schott Circle.
3. Including the DRC comments and conditions of the staff report with the exception of the "SRO" officer.

In response to the Rock Creek Homeowner's Association's and the P&Z Board's recommendations, the applicant prepared a supplemental Traffic Impact Report proposing to restrict the eastbound and westbound through movements across Flamingo Road at the intersection with Schott Circle/West Lake Boulevard intersection. The Report, with three separate alternatives for restricting through movements, was presented to FDOT for approval. In response a letter was received from FDOT informing the applicant and the City that none of the alternatives were acceptable to FDOT stating that:

> "Eliminating these movements, whether on a temporary or permanent basis, is not in the best interests of public safety. The Department will not issue a permit for traffic signal control that does not include the east and westbound through movements."

MEMORANDUM

To: City Commission Members

From: Matt Wood, Growth Management Director

Thru: Patrick Lynn, Interim City Manager

Date: November 19, 2019

Re: Conditional Use Amendment for Franklin Academy - Flamingo
Petition #CU 10-2-19

Petition Name: Franklin Academy - Flamingo

Location: 6301 S. Flamingo Road; Southwest corner of Flamingo Road and Schott Circle, Cooper City, Florida

Owner/Agent: Urban Design Kilday Studios / Franklin Academy Foundation, Inc.

Acres: 9.25

Land Use Plan: E, Estate

Request: To amend the Conditional Use Approval, which mandates the school to provide an off-duty police officer to control the intersection of Flamingo Road and Schott Circle, to allow for placement of a Community Service Aide to be deemed compliant with the conditional use approval.

BACKGROUND: The Franklin Academy - Flamingo School was approved under a Conditional Use granted by the City Commission pursuant to Resolutions No. 12-4-3 and 12-4-4 adopted on August 10, 2012. With these approvals, the Franklin Academy is obligated to provide an off-duty police officer to control the intersection of Flamingo Road and Schott Circle during the school's morning (7:00 am to 8:15 am) and afternoon (1:30 pm to 4:15 pm) peak periods.

Under the subject Conditional Use Amendment, the applicant is requesting approval to modify the condition of approval to read, "During the school's morning and afternoon peak periods, a Community Service Aide or an off-duty police officer will control the intersection of Flamingo Road and Schott Circle." In addition, the applicant requests that if no Community Service Aides or off-duty police officers are available or sign up for a special detail to provide traffic control at the subject intersection, but special detail permits are active with one or more law enforcement agency, and the property owner has shown good faith efforts to meet the condition of approval, that the City will not consider the property owner at fault and in violation of the Conditional Use approval for the subject site.

PETITIONER'S JUSTIFICATION STATEMENT

The petitioner has submitted a justification statement to address each the criteria for review of a Conditional Use request. That statement refers to the fact that the nature of the proposed use is not being modified with this application so several of the approval standards have already been deemed to be satisfied. They also state that no significant increases in traffic on any local residential streets are anticipated with this request.

STAFF FINDING: Staff finds that this Conditional Use Petition # CU 10-2-19, has met the sufficiency requirements for it to be considered for approval.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board, at their meeting of November 18, 2019 unanimously recommended approval of the Conditional Use petition.

CITY OF COOPER CITY
CITY COMMISSION MEETING
APRIL 10, 2012

1. PLEDGE OF ALLEGIANCE

Mayor Eisinger called the meeting to order at 6:03 p.m. and led the assembly in the pledge of allegiance.

2. ROLL CALL

Present were Commissioners Green, Curran, Sims, Mallozzi and Mayor Eisinger.

3. CHANGES TO AGENDA/EMERGENCY MATTERS

A. LoJack Safety Net Program Demo has been deferred to a later date

B. Request to remove Item 9 from this Agenda

MOTION: To approve the listed changes to the Agenda.

Moved by Commissioner Curran. Seconded by Commissioner Mallozzi. All ayes signified with no opposition. Motion passed.

4. ANNOUNCEMENTS/PRESENTATIONS

Mayor Eisinger offered condolences to BSO Fire Chief and former Cooper City Commissioner, Neal de Jesus on the passing of his father and made the following announcements:

- Public Works will be offering the Remembrance Walkway Engraved Brick Program in Memorial Park. Contact (954)434-2300
- NatureScape Broward Environmental Series will commence at the Cooper City Pool & Tennis Center with the following presentations:
  - ❖ Diane Guidry will offer a presentation on April 11th from 5:00 p.m. to 8:00 p.m. entitled "South Florida's Natural History".
  - ❖ Alex Shore will present "Designing a NatureScape for Wildlife" on April 18th from 6:30 to 8:00 p.m.
  - ❖ Dr. John J. Pipoly, III will present "Principles of Florida Friendly Landscaping" on April 25th from 6:30 to 8:00 p.m.

  Reservations must be made through the Pool & Tennis Center.
- The Proper Appraiser's Office will offer assistance with tax exemptions at the Community Center on Tuesday, April 17th from 10:00 a.m. to 11:30 a.m.
- April 28th will mark Cooper City's Annual Founder's Day events and activities beginning with the Boy Scout's Pancake Breakfast in the Community Center at 7:30 a.m. and concluding with fireworks at 9:00 p.m. at Brian Piccolo Park. Please see the Community Calendar for all events and activities.
- The Cooper City Optimists will host their Annual Founder's Day Golf Classic on April 29th.

9. STIRLING ROAD WALL

Review the request to share funding of the cost to build a privacy wall behind the nine homes on Paseo Way.

Item previously postponed.

10. LAND DEVELOPMENT MATTERS

Mayor Eisinger opened the Public Hearing and administered an oath relative to Items 10A, B and C to the following people wishing to speak:

Matt Wood	City Staff	Jeannette Wofford	City Staff
Tom Rogers	The Florida Charter Foundation		
Debbie Orshefsky	Attorney for the petitioner		
Jeff Maxwell	Petitioner	Susan Kerns	Resident
Steve A. Mason	Resident	Brooke LeBel	Resident
Tiffany Mosca	Resident	Theresa Sansone	Resident
David McKennan	Resident	Barbara Epstein	Resident
John Heggy	Resident	Frank Adler	Resident
Diana Roch	Resident	Pat Wahl	Resident
Caroline Kiracofe	Resident	Mike Riley	Resident
Yvette Diaz Rubio	Resident		

Franklin Academy – Flamingo Charter School, located at the Schott Property, 6591 Flamingo Road,

A. Conditional Use Petition #CU 7-1-11

City Atty. Wolpin read, "A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, ISSUING A CONDITIONAL USE PETITION #CU 7-1-11 FOR FRANKLIN ACADEMY LOCATED AT 6591 FLAMINGO ROAD; AND PROVIDING FOR AN EFFECTIVE DATE," by title only.

B. Site Plan Petition #SP 7-2-11

City Atty. Wolpin read, "A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, ISSUING DEVELOPMENT ORDER NO. 12-1 TO FRANKLIN ACADEMY FLAMINGO, FOR SITE PLAN PETITION #SP 7-1-11, SUBJECT TO THE STIPULATIONS CONTAINED WITHIN THE STAFF REPORT; AND PROVIDING FOR AN EFFECTIVE DATE," by title only.

C. Plat Note/NVAL Amendment #PA 7-1-11

City Atty. Wolpin read, "A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, ISSUING DEVELOPMETN ORDER NO. 12-2R TO FRANKLIN ACADEMY FLAMINGO, FOR PLAT NOTE/NVAL AMENDMENT #PA 7-1-11, SUBJECT TO THE STIPULATIONS CONTAINED WITHIN THE STAFF REPORT; AND PROVIDING FOR AN EFFECTIVE DATE," by title only.

Ex-parte' Disclosure

Commissioner Mallozzi: Tiffany Mosca, Theresa Sansone, Debbie Orshefsky, Jeff Maxwell, Lena Monn, Sandra at the soccer park, Cooper City Elementary, PTO and a Rock Creek, HOA meeting

Commissioner Green: Jeff Maxwell, Debbie Orshefsky, John Heggy, meeting of the Rock Creek, HOA, P&Z Board members, Cutler and Roper.

Commissioner Curran: None

Commissioner Sims: Tom Rogers, Debby Orshefsky, Walt Jolliff, Ed Wooley, Eric St. Pierre

Mayor Eisinger: Numerous e-mails through the City server to and from concerned residents, Planning and Zoning Board Member, Craig Konhauser, and BSO Deputy Jay Greear, Michelle Keirnan Smith, Jay Greear, Tom Rogers and Diane Sori.

Matt Wood read the staff report relative to the petitions and the plat note amendment, including stipulations and additional conditions for approval.

Atty. for the petitioner, Debby Orshefsky presented the petitions, including stipulations and amendments, requested approval of the Commission and responded to questions.

Theresa Sansone, 2598 Garden Court, spoke in support of the approval of the petitions and asked for traffic calming measures to be stipulations of the approval.

Steve Mason, 11425 Wayne Drive, expressed traffic impact concerns, requesting right turn only access in and out of the campus.

David McKennan, 12205 Paseo Way, spoke in opposition of the petition, citing traffic concerns as and taxable revenue concerns.

Susan Kerns, 12105 Paseo Way, spoke in opposition to the approval of the petitions, citing traffic concerns and requesting a sound barrier wall be place along the roadway and other traffic diversion devices be required as stipulations for approval.

Barbara Epstein, 12006 Landing Way, spoke on support of traffic mitigating and diverting stipulations for approval of the petitions.

12

John Heggy, 3901 Lymestone Drive, reiterated previously expressed traffic concerns regarding using the Rock Creek community roads as a shortcut to the proposed charter school.

Unanimous consensus was reached to conclude the Land Development Matters portion of the Agenda prior to proceeding to Open Public Meeting.

Fran Adler, 4103 East Sailboat Drive, reiterated traffic concerns.

Diana Koch, 68 Forest Circle, expressed opposition to the petitions based on traffic issues.

Pat Wahl, 11613 Sunfish Wahl, spoke in support of the petitions, only if traffic would be diverted from the Rock Creek community and made some traffic diversion recommendations.

Carline Kiracofe, 3500 Bark Way, expressed opposition to the petitions based on increased traffic concerns.

Mike Riley, Lymestone Drive, echoed the sentiments of those concerned by the increased traffic potential.

Yvette Diaz Rubio, Lymestone Drive, expressed the need for a traffic light and for traffic diversion.

Tiffany Mosca, 3601 Bridge Road, expressed support for the petitions, with additional traffic calming measures.

Rosa Counts, Rock Creek Resident (oath administered at this time), echoed the sentiments of those who oppose the petitions based on the lack of traffic mitigation or diversion devices.

Edwina Lindeman, 47 Birch Drive, (oath administered at this time) expressed the need for traffic diversion devices.

Gary Laufenberg, P & Z Board member (oath administered at this time), supported the concerns of residents regarding traffic and explained that he voted no to the project for this reason.

Linda Gardner, Rock Creek resident (oath administered at this time), echoed traffic concerns.

Michael Payne, Rock Creek resident (oath administered at this time), stressed that the petitioner should go to any level they can to have the traffic issues mitigated.

Tom Palink, Rock Creek resident (oath administered at this time), expressed pedestrian safety concerns.

Unanimous consensus was reached to extend the meeting time to allow for the completion of the item.

MOTION: To approve the Conditional Use Petition, pursuant to the stipulations, conditions and commitments contained on Page 3 of the staff report along with the traffic calming conditions stipulated to by the petitioner. – **Res. No. 12-4-3**
Moved by Commissioner Sims. Seconded by Commissioner Green.
Roll Call Vote

Commissioner Green:	**Yes**
Commissioner Curran:	**Yes**
Commissioner Sims:	**Yes**
Commissioner Mallozzi:	**Yes**
Mayor Eisinger:	**No**

Motion passed.

MOTION: To approve the Resolution granting Development Order No. 12-1 to Franklin Academy, pursuant to the stipulations contained in the staff report – **Res. No. 12-4-4**
Moved by Commissioner Sims. Seconded by Commissioner Green. All aye on roll call vote. Motion passed.

MOTION: To approve the Resolution granting Development Order No. 12-2R to Franklin Academy, pursuant to the stipulations contained in the staff report - **Res. No. 12-4-5**
Moved by Commissioner Green. Seconded by Commissioner Sims. All aye on roll call vote. Motion passed.

14. OPEN PUBLIC MEETING

Several unidentified residents asked questions regarding traffic plans and traffic calming devices.

David McKennan, 12205 Paseo Way, questioned the City's policy regarding payment for traffic calming devices and offered financing suggestions.

8. TO EXTEND THE TERM OF SERVICE OF THE CHARTER REVIEW BOARD

Commissioner Sims received clarification from City Atty. Wolpin regarding ballot submission deadlines.

11. POLICE CHIEF'S REPORT

Chief Hale reported that the previously postponed LoJack presentation

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CITY OF
Cooper City
Someplace Special

CITY OF COOPER CITY
CITY COMMISSION MEETING
DECEMBER 3 2019 at 6:30 PM

1. **PLEDGE OF ALLEGIANCE**
   Mayor Ross opened the meeting at 6:30 PM and Sofia Farias and Bailey Shoemaker from Franklin Charter School lead the assembly in the Pledge of Allegiance.

2. **ROLL CALL**
   Present were Commissioner's Pulcini, Meltzer, Green, Curran and Mayor Ross.

3. **CHANGES TO AGENDA/EMERGENCY MATTERS**
   None.

4. **ANNOUNCEMENTS/PRESENTATIONS**

The Commission made the following announcements:

- Cooper City Open Play Chess continues each Saturday from 9:00 AM to 11:00 AM at the Pool & Tennis Center with the Mayors Chess Challenge on each third Saturday. Instruction is available. For more information, call 954-434-7300. The next Mayor's chess challenge will be held by the City of Dania Beach on Saturday December 13, 2019 at 6:00 PM located at CW Thomas Park.
- Join Commissioner Meltzer for a Walk in the Park on Wednesdays at 6:30 PM at Flamingo West Park.
- The 2020 Census will be sending out representatives to canvas neighborhoods in Broward County.
- Light Up Cooper City will take place on Friday December 6, 2019 from 6:00 PM to 9:00 PM at Memorial Park. Park at Cooper City High School and take the complimentary trolley service. Visit coopercityfl.org to join the Home Holiday Decorating Contest.
- Join the Cooper City Commission, BSO Fire and Broward Firefighters Local 4321 at the Lighthouse Self Storage Grand Opening on Tuesday December 10, 2019 from 3:00 PM to 6:00 PM at 11060 Griffin Road.
- Cooper City Brunch with Santa will take place on December 14, 2019 at 10:00 AM at the Cooper City High School Cafeteria.

Mayor Ross said we are open to liability.

Commissioner Pulcini said we became responsible when we approved the school.

Commissioner Meltzer said if they are willing to cooperate, we cannot punish them.

Commissioner Green said we need to have contingencies in the contract to address all concerns.

Mayor Ross asked when Mr. Horowitz writes up the contract who is paying his attorney fees. He does not believe we should pay dime one.

Commissioner Green said we have to meet them where we are and do what we can to protect the schools, work with Renaissance and BSO.

Commissioner Curran asked the price that is paid for the officer covers pensions. The third party agreement needs to include insurance and pensions.

Ms. McCarthy said we still have to negotiate and we have tomorrow to deal with.

Commissioner Curran asked if we can cover the school.

Major said we could extend the contract until a contract is agreed upon.

MOTION: To approve Resolution 19-11-6. **Moved by Commissioner Curran. Seconded by Commissioner Green. All no on roll call vote. Motion fails.**

MOTION: To direct the Interim City Manager, Attorney and staff to work with Renaissance and BSO to draft a tri party agreement that would satisfy what has been discussed at zero costs to the City. **Moved by Commissioner Green. Seconded by Commissioner Curran. Commissioners Pulcini, Meltzer, Green and Curran, Yes. Mayor Ross, No. Motion passed.**

Attorney Horowitz said the agreement will come before the Commission for approval.

c. Resolution 19-12-1 – Growth Management

City Attorney Horowitz read " A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AN AMENDMENT TO THE CONDITIONAL USE FOR FRANKLIN ACADEMY – FLAMINGO (PETITION #CU 10-2-19) GRANTED PURSUANT TO RESOLUTION NO. 12-4-3 AND RESOLUTION NO. 12-4-4, ADOPTED ON AUGUST 10, 2012; ALLOWING FOR THE PLACEMENT OF COMMUNITY SERVICE AIDE TO PROVIDE TRAFFIC CONTROL AT THE INTERSECTION OF FLAMINGO ROAD AND SCHOTT CIRCLE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

Commissioner Curran asked Chief Cates about the detail. He also asked if CSA's can do traffic.

Chief Cates answered yes.

Commissioner Curran asked if CSA's could do a good or better job that is being done now.

Chief Cates said CSA's could direct traffic and write tickets. If there is a traffic violation, they will call a road deputy.

Commissioner Curran asked if he sees any downsides in allowing the schools to have CSA's to direct traffic.

Chief Cates answered no.

Commissioner Green asked Mr. Lynn how long he was in the law enforcement profession and in his time has it been uncommon to have CSA's direct traffic.

Interim City Manager Lynn responded 35 years and it's not uncommon.

Commissioner Meltzer had the same question for Mr. Lynn. He also spoke to Ms. Hanley and Mr. Rogers and his only concern is better communication with the City.

Commissioner Pulcini asked if he thinks it is a deterrent to see a police officer carrying a firearm.

Chief Cates answered yes and no.

Commissioner Pulcini said then he would not know if the firearm is a deterrent. He also said his issue is lowering the threshold for traffic.

Mayor Ross said you could see nationwide how people are trying to get into schools. If they were shooting their way in what would the CSA do.

Chief Cates said he would get on the phone and notify us.

Mayor Ross asked how long that would take? The first line of defense that the Commission said they wanted was a uniformed sworn deputy years ago and it makes sense. Now we want a CSA because BSO can not provide a sworn deputy. He asked where is the BSO policy does it say we do not contract with charter school.

Undersheriff Anderson said we have procedures.

Mayor Ross asked for that procedure.

Undersheriff Anderson said she will follow up.

Mayor Ross asked the Commission why would we change the higher guidelines.

Commissioner Curran said in 2012 the Commission did not require a SRO in Franklin and he voted against it. He said a SRO was agreed upon because they were cutting through Rock Creek. He said the current BSO officer sits n his car as he has seen it. He said with a CSA he will be out dealing with the traffic. The traffic is backed up because the BSO officer is not out directing the traffic. The CSA will stand out and direct.

Mayor Ross said they have yellow lights.

Commissioner Curran said he does not see lights.

Chief Cates said it depends on where they are in the intersection.

Commissioner Curran said the traffic cannot be fulfilled and are we liable if there is an accident. He said this issue is parking. Traffic police will not go in.

Mayor Ross said the outside deputy is the first line of defense.

Commissioner Curran said many schools have individuals on golf carts.

MOTION: To approve 19-12-1. **Moved by Commissioner Curran. Seconded by Commissioner Green. Commissioner Pulcini, and Mayor Ross, No. Commissioners Meltzer, Green and Curran, Yes. Motion passed.**

Commissioner Pulcini asked if there is a sworn deputy in the school?

Mayor Ross thanked the Undersheriff and staff for staying and their assistance.

Mr. Rogers answered an armed guardian. He also said a lot of these issues are done administratively and he said these are real people involved that care for the kids in the City. He thanked the Board members and the principals. He also recognized a student for his scholarship. The Florida Dept. of Education recognized the school as a high performance charter school.

Mayor Ross said we have 7 A rated schools and thanked Mr. Rogers.

8. POLICE CHIEF'S REPORT

Chief Cates advised we have four deputy vacancies. One spot will be filled on December 12, 2019. Speeding statistics on 118th are in and read that 85% of the vehicles traveling where traveling between 33 mph and below. There were some documented speeding issues and they issued over 70 citations. Year to date over 300 citations have been written year to date. The solar signs show the average speeds have been reduced. The SRD's did identify 17 needy families that were given a turkey. A holiday Ops plan will start for the holidays. The Light Up Cooper City event will have BSO presence.

Mayor Ross asked on average how many vacancies we have had.

Chief Cates answered three.

Mayor Ross then asked why are showing two on the BSO contract when we should have three.

Chief Cates said he would look for stats.

Mayor Ross asked about porch pirates. They are individuals who take packages.

Chief Cates said we need the public's help.

Commissioner Curran said why don't we leave it at 2 and if we can fill the last one we can.

Mayor Ross is not opposed to that.

9. FIRE CHIEF'S REPORT

Chief Caruso advised the Autism event was a success and he thanked all who assisted. The Santa Program is sold out. The CERT basic class starting on January 16, 2020 and space is still available. CERT will be activated for Light Up Cooper City.

10. CONSENT AGENDA

a. Minutes

Jason Chockley

From: Scott Sznitken <sznitken.scott@franklin-academy.org>
Sent: Wednesday, September 01, 2021 12:34 PM
To: Carlos Vega; Jason Chockley
Cc: Elsa Rodriguez; Alexandra Fox
Subject: Additional Information

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Gentlemen,
As we discussed in our meeting this morning, here are two additional narratives that you can include in your report.

1) FOB System

The key FOB system that was included back in the 2013 operational plan has been replaced with an updated technological solution that we've licensed: DashPass. The concept is the same. The dismissal system only releases student's to the curb once their authorized ride has arrived on campus. Here is a blurb from the DashPass website: (https://www.dashpass.net/)

"Welcome to DashPass: the safer, more efficient school dismissal app. In the COVID-19 era of education, school safety protocols are paramount. DashPass is an easy, automated mobile platform to extend facility-wide security measures through the entire dismissal process.

Optimize pickup time while protecting students and staff.

The bell rings. The car line builds. Students, parents, and teachers congregate curbside. Using patented technology, DashPass helps enforce social distancing and keep the flow moving by moderating the number of students released at one time, from the moment they leave the classroom through the entire pick up process, even until the car leaves the designated traffic zone. Schools set the parameters while Parents self manage carpool coordination and last-minute pickup changes via the DashPass app.

Using a mobile application on each authorized pickup parent's phone, DashPass is notified when a parent has crossed a 'geo-fence' around campus set by school administration. The appropriate teacher(s) and/or staff are notified directly of the arrival, and the student is released to go to pickup area. DashPass detects the departure and releases more students in the queue up to the maximum capacity set by the school.

At the heart of the DashPass solution are 3 systems: the DashPass App, The Teachers and Staff School App, and the School Administration app. When a school is enrolled, the system links itself to the student information system, where classes, students, teachers, and parent/guardian information is managed. It then allows the school to set up dismissal windows and determine the geo-fence area around the school."

2) Car Stacking

Other than the recent use of West Flamingo Park, our stacking plan has not changed since the original operating plan. Here is a link to the current "Arrival and Dismissal Procedures" that is both posted on our website and has been emailed to our families each year:

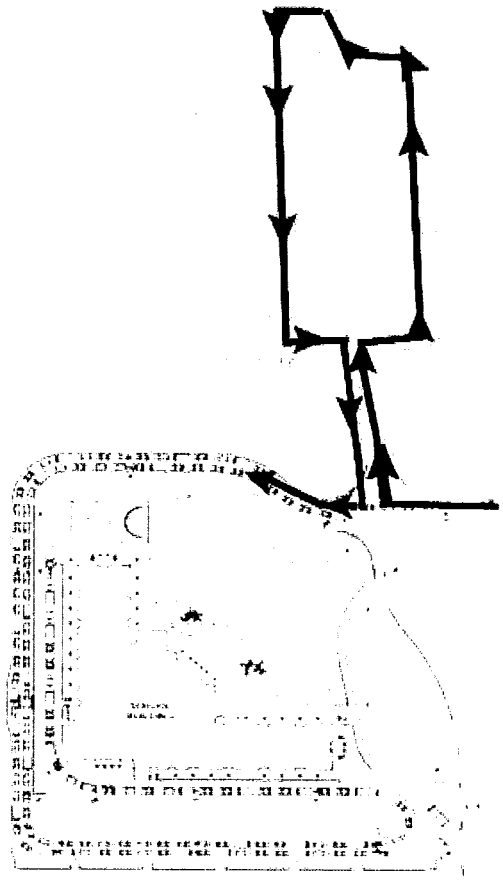
https://franklin2017.s3.amazonaws.com/2/ckeditor/CC%20-%20Pickup%20and%20Dropoff%20Instructions%202021-22_v3_UE1BvYA4jC.pdf

The map in the attached document demonstrates the flow of traffic from Flamingo Road, into the park, under the school's arch and around our property. Other than the inclusion of the park traffic pattern, this image is the one originally provided and remains in effect today.

Please let me know if you feel like I need to include any other information or clarify anything I've provided above.

Sincerely,

Scott Sznitken
Executive Director
Franklin Academy Charter Schools
Franklin Academy Foundation
m: 954-257-8510 o: 954-745-7601
a: 1225 SE 2nd Ave., Fort Lauderdale, FL 33316
w: www.franklin-academy.org e: sznitken.scott@franklin-academy.org



Drop-off Times:	Pick-up Times:
7:00 AM-7:30 AM - K-5th Grade; Do Not Arrive Early	2:00 PM-2:45 PM - K-5th Grade; Do Not Arrive Early
8:00 AM-8:30 AM - 6th-8th Grade; Do Not Arrive Early	3:00 PM-3:45 PM - 6th-8th Grade; Do Not Arrive Early

The campus is locked down at **1:45 PM**; no early dismissals after this time. No child(ren) will be allowed to walk or ride their bicycle home without a completed Walker/Biker Registration Form.

During pick-up and drop-off:

1) Enter the campus from Flamingo Road and proceed into Flamingo West Park. Follow cones down the 5th lane and then back up the 3rd lane. Upon exiting park, make a right and proceed underneath the Franklin Academy arch to enter the queue lanes. For your safety, and to abide by traffic laws, do not wait or park on the shoulder of Flamingo Road to wait for dismissal. Do not enter the bus loop lane or the parking lot.
2) Do not park your vehicle and walk in; do not leave your vehicle idling or parked curbside; do not park offsite or in any "No Stopping" or "No Parking" Zones.
3) The dashboard placard (provided to you) with your child's name must be displayed on the passenger side dashboard the entire time your vehicle is on campus.
4) Do not use your cellphone while in the car lane; please look for and follow staff's direction at all times.
5) Upon reaching the pick-up / drop-off curb, pull all the way forward to allow additional vehicles to queue behind you; your child(ren) should be watching for you and follow you to your forward stopping point.
6) Once child(ren) is/are loaded, carefully pull into the by-pass lane to exit.

20210827

RECEIVED
Meeting Date: 08/22/2023 Item #16.
Growth Management Department
FILE COPY

Franklin ACADEMY

Parent Contract

At Franklin Academy we believe that safety and an orderly environment is a vital component of the instructional program. Providing a safe and orderly environment while developing skills. attitudes, and personal responsibility, is embedded with every staff member and student. Each parent must take an active role in supporting this plan. In order for students to learn to be responsible citizens, parents and school staff must work together to ensure a safe, conducive and productive learning environment and set the example with actions and behaviors.

As the parent/guardian of _____in grade_____,
Student Name

I agree to the following rules and guidelines in order that my child may attend Franklin Academy:

- Stay informed about my child's education and communicate with the school by promptly reading all notices from the school either received by my child, by mail or email and responding as appropriate.
- Monitor my child's academic progress and communicate with the teacher as appropriate.
- Monitor my child's attendance and tardies.
- Participate in the school service program. I will contribute 20 hours of service to the school over the course of the academic school year. I will contribute an additional 10 hours of service for each sibling.
- Provide transportation to and from school for my child if the schools limited transportation does not serve my area.
- Adhere to school operations guidelines, i.e. early dismissal, dress code requirements.
- Purchase required school uniforms for my child from the specified vendor.
- Provide lunch or purchase, from the school approved service provider each day.
- I understand there is a code of conduct and that I am responsible for ensuring my child understands the guidelines and expectations of being respectful, courteous, and polite to the entire Franklin Academy community. Disruptive behavior or actions posing a threat or any danger to themself or anyone else will result in dismissal.
- ***Traffic Procedures** – Of special importance to the safety of our staff and students, as well as efficient and orderly school operations, is adherence by parents to ALL drop-off and pickup procedures. As such parents acknowledge and agree specifically to the following:
  a. **All parents will register their child as either 1) Bus Rider, 2) Car Rider 3) Walker, or** 4) **After-Care _____(Initials)**
  b. **Parents will follow ALL pick-up procedure rules (e.g. No early arrival, No parking in neighboring community areas, Student pickup at curbside only, No early dismissal after 2 p.m.) Complete rules and procedures are included in Registration materials. _____(Initials)**
  c. **Parents WILL NOT register students as "walker" to avoid car line and pick up student off school grounds. _____(Initials)**

This form is required to complete your child's registration.

Meeting Date: 08/22/2023 Item #16.

Growth Management Department

FILE COPY

Franklin ACADEMY

Parent Contract

I understand that Franklin Academy is a school of choice. I have elected to send my child to the school. If I do not fulfill my contractual obligation to the school I may lose the opportunity to recommit my child for the following school year or my child may be withdrawn. I further understand that falsifying documents or not providing accurate information may forfeit my child's offer of admission.

_____ _____

Signature of Parent/Guardian Date

This form is required to complete your child's registration.

Meeting Date: 08/22/2023 Item #16.

RECEIVED
JAN 25 2012
Growth Management Department

Florida Charter Foundation

Franklin ACADEMY

FILE COPY

January 25, 2012

Matt Wood
Director of Planning and Zoning
Cooper City

Re: Signalization of Intersection Schott Circle and Flamingo Road

Dear Mr. Wood:

This letter shall serve as formal written notice by Florida Charter Foundation, Inc., of the intent to satisfy the condition requiring the signalization of the above referenced intersection and accompanying turn lane improvements at the time of school opening.

Additionally, following the first 30 days of school operations, the school will provide an evaluation of traffic operations and meet with City Staff to discuss modifications and/or improvements as may be warranted.

Please feel free to call me with any questions or comments.

Sincerely yours,

FLORIDA CHARTER FOUNDATION, INC.
a Florida Non-Profit Corporation

By: _____

Name: Dr. David L. Thomas

Title: Board Chair

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Administration & Human Resources

SUBJECT: Motion to approve Evergreen Solutions, LLC's Classification and Compensation Study Recommendations – **Administration & Human Resources**

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval of a Motion to accept the findings and implement the recommendations of the Classification and Compensation Study Report (hereinafter Report) conducted by Evergreen Solutions LLC.; with specific approval and authorization for the City Manager to:

1. Reclassify or re-title specific job titles and positions, and implement an Open-Range Pay Plan as detailed in Exhibits 6C, 6D and 6E in the Report.
2. Allocating employees to recommended pay grade ranges following the Tenure Parity salary adjustment principle as described on page 6-7 and page 6-8 in the Report (RECOMMENDATION 3, specifically 30-year Tenure Parity), which entails aligning employee compensation with their years of service with the City. This method adeptly mitigates issues surrounding salary compression and compensation for long-term employment.
3. City Manager may hire professional staff at up to 10% above the mid-point without Commission approval provided the candidates meet the minimum education and qualifications as described in the respective job descriptions.
4. Make one-time salary adjustments, where necessary, to certain employees based on prevailing market conditions and notwithstanding the cap as recommended in the Report.
5. Develop appropriate policies and procedures for the implementation of the recommendations in the Report.
6. Make minor adjustments, corrections and updates to the data and calculations, where necessary.

BACKGROUND OF ITEM:

In accordance with the Commission's directive issued on July 25th, 2023, Evergreen Solutions, LLC drafted the Compensation and Classification Study Report in advance of implementation. The proactive approach aimed to provide the Commission with comprehensive insights in the study's outcomes. The report encompasses an analysis of prevailing market conditions, job roles, salary structures, and employee benefits.

ANALYSIS:
The report outlines the methodology that Evergreen used that combined qualitative and quantitative data analysis to produce recommendations that maximize the fairness and competitiveness of an organization's compensation structure and practices. Evergreen met with most employees during the Orientation sessions, analyzed the data from the Job Assessment Tool and compared it to the current classifications descriptions, conducted market salary and benefits surveys, had individual meetings with the Mayor and Commissioners, and numerous meetings with the City Managers and Department Directors.

To optimize the existing compensation framework while simultaneously enhancing the City's capacity to attract and retain talent in the most competitive classifications, Evergreen recommends the strategies outlined in the accompanying report.

STRATEGIC PLAN:
Ensuring fair employee compensation aligns with the strategic priorities of financially sustaining Someplace Special, A Strong Sense of Place, and Citywide Revitalization.

FISCAL IMPACT:

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
General Fund	$212,721.12	$212,721.12	0
Utilities Fund	$126,269.37	$126,269.37	0
Building Fund	$54,626.07	$54,626.07	0

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Evergreen's Compensation and Classification Study Final Report
2. Proposed Open-Range Pay Plan
3. Evergreen's recommended reclassification/re-title of positions sheet
4. Evergreen's recommended Tenure Parity adjustment sheet

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/11/23 02:35 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/17/23 03:46 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	08/17/23 03:48 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/18/23 01:30 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/18/23 01:33 PM

Compensation and Classification Study for the City of Cooper City, FL

FINAL REPORT





Evergreen Solutions, LLC

August 18, 2023

EVERGREEN SOLUTIONS, LLC

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Chapter 1 - Introduction

The leadership of the City of Cooper, FL (the "City") in keeping with its commitment to attracting and retaining the employees necessary to provide high quality services determined that its current compensation and classification systems and structure needed to be updated to better reflect best practices. Evergreen Solutions, LLC ("Evergreen") was selected by the City during September of 2022 as its partner to in order to accomplish this goal. This engagement sought to evaluate the strengths and weaknesses of the City's current systems, conduct a job and pay grade analysis to study internal equity, collect peer salary and benefits data to study external equity, and adjust the current compensation and classification systems to better reflect the market. This study and the analysis contained within provides City leadership with valuable information related to their employee demographics, opinions, and market data, as well as internal and external equity. Throughout the study, City staff was engaged in the process and helped develop recommendations outlined later in this report.

Internal equity relates to the fairness of an organization's compensation practices among its current employees. Specifically, by reviewing the skills, responsibilities, and duties of each position, it can be determined whether similar positions are being compensated in an equitable manner within the organization. External equity relates to the differences between how an organization's classifications are valued and the compensation available in the marketplace for the same skills, responsibilities, and duties. This component of the study aims to address how the City is positioned in the market relative to other local area government organizations with similar positions and to develop recommendations that allow the City to compete in the market with a compensation plan that allows for recruitment and retention of quality employees.

1.1 STUDY METHODOLOGY

Evergreen Solutions combines qualitative and quantitative data analysis to produce recommendations that maximize the fairness and competitiveness of an organization's compensation structure and practices. It is important to note that the data utilized in the study represents a snapshot in time. As market conditions can change rapidly, it is important for the City to conduct regular market surveys to ensure their external market position does not decay. A full compensation and classification review is recommended approximately every three to five years. Some examples of project activities included:

- Conducting a project kick-off meeting
- Presenting orientation sessions to employees
- Facilitating focus group sessions with employees
- Conducting an external market salary survey

Meeting Date: 08/22/2023 Item #17.

- Conducting an external market benefits survey
- Developing recommendations for compensation management
- Revising classification descriptions based on employee Job Assessment Tool survey (JAT) and Department Director feedback
- Developing recommendations for compensation and classification changes
- Creating draft and final reports
- Conducting training sessions with human resources staff in the methodology used to systematically assess job classifications.

Kickoff Meeting

The kickoff meeting provided an opportunity to discuss the history of the City, finalize the work plan, and begin the data collection process. Data collection included the gathering of relevant background material including: existing pay plans, organization charts, policies, procedures, training materials, classification specifications, and other pertinent material. Evergreen Project Manager also participated in a Commissioner meeting remotely to hear areas of focus and answer questions from the Commission prior to beginning the study.

Employee Outreach

Through the orientation sessions, Evergreen consultants briefed employees on the purpose and major processes of the study. This process addressed employee questions in an effort to resolve misconceptions about the study and related tasks and explained the importance of employee participation in the JAT process.

In addition, employees participated in focus group sessions designed to gather input from their varied perspectives as to the strengths and weaknesses of the current system. Feedback received from employees in this context was helpful in highlighting aspects of the organization which needed particular attention and consideration. This information provided some basic perceptional background, as well as a starting point for the research process.

Job Assessment Tool© (JAT) Classification Analysis

Employees were asked to complete individual JAT surveys, where they shared information pertaining to their essential work functions in their own words. These JATs were analyzed and compared to the current classification descriptions, and classifications were individually scored based on employee responses to five compensable factor questions. Each of the compensable factors—Leadership, Working Conditions, Complexity, Decision Making, and Relationships—were given weighted values based on employee responses, resulting in a point factor score for each classification. The rank order of classes by JAT scores was used to develop a rank order of classes within the proposed compensation structure. Combined with market data, this information formed the foundation of the combined recommendations. The nature of each compensable factor is described below:

- Leadership –relates to the employee's individual leadership role, be it as a direct report of others who have leadership responsibilities, or as an executive who has leadership over entire departments or the City as a whole.

- Working Conditions – deals with the employee's physical working conditions and the employee's impact on those conditions, as well as the working conditions impact or potential impact on the employee.

- Complexity – describes the nature of work performed and includes options ranging from entry-level manual or clerical tasks up to advanced scientific, legal, or executive management duties.

- Decision Making – deals with the individual decision-making responsibility of the employees. Are decisions made on behalf of the employee or is the employee making autonomous decisions that impact the individual, other employees, or even the entire organization?

- Relationships –deals with organizational structure and the nature of the employee's working relationships. Responses range from employees who work primarily alone, those who work as members of a team, those who oversee teams, and those who oversee the organization as a whole.

Salary Survey

The external market for this study was defined as approved identified local government organizations with similar positions as well as similar characteristics, demographics, and service offerings. Specific benchmark positions in the City were surveyed, although not all positions had matching positions at the peer organizations. The data were then analyzed comparing City classifications to the jobs performing the same duties at peer organizations to gain a fuller understanding of their market position.

Benefit Survey

The external market for the benefits study utilized the same approved target market peers from the market survey to compare key benefits offerings. Generally recognized benefits service offerings were surveyed and analyzed comparing City benefits with those of target peer organizations to gain a fuller understanding of their market position for benefits.

Recommendations

Evergreen developed recommendations for the City to consider in order to help maximize the effectiveness and efficiency of its current compensation and classification structure. Evergreen provided the City with several recommendations and costs for Commissioner consideration. Plans ranged from minor tweaks to the current compensation and classification system to more comprehensive changes to the classification and compensation overall structure. These plans were designed to fix the issues identified in this report, while continuing to build on the strengths the City currently exhibits.

1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Summary of Employee Outreach
- Chapter 3 – Assessment of Current Conditions
- Chapter 4 – Market Summary
- Chapter 5 – Benefits Summary
- Chapter 6 – Recommendations

Chapter 2 – Summary of Outreach

Outreach was conducted by an Evergreen consultant over the course of one day. The consultant met with City employees and explained the process of the study and fielded questions that employees had about the study. Focus groups were conducted to solicit information from employees that gave Evergreen solid information to begin researching. Employees provided Evergreen their opinions on classifications that were outdated, behind market, or had trouble retaining employees.

Information was also provided on the employees' opinions of the biggest competitors to the City. Finally, employees provided information on all the positive aspects of employment with the City. Evergreen used employee opinions as a starting point for some data collection, but everything that was used in the course of this study was independently verified by Evergreen. A full summary of the outreach can be found in **Chapter 2** of this report.

Chapter 3 - Assessment of Current Conditions

An assessment of current conditions was conducted to help Evergreen better understand the current standing of the City pay plan, demographics, and compensation structures. This assessment should be considered a snapshot in time and is reflective of the conditions present within the City upon the commencement of this study. This assessment was created using the data received from the City. By leveraging this information, Evergreen was able to gain a better understanding of the strengths and weaknesses of the current compensation system. A full summary of the Assessment of Current Conditions can be found in **Chapter 3** of this report.

Chapter 4 - Market Summary

A salary survey was designed by Evergreen and approved by the City's human resources department. The external market was defined by Evergreen and approved by the City's human resources department. After the results were received, the data were analyzed to compare the City to the overall results. Combined with the JAT and Assessment of Current Conditions, the market survey gave Evergreen the foundational information needed to better understand the City's position relative to its labor market. A full summary of the market results can be found in **Chapter 4** of this report.

Chapter 5 – Benefits Summary

A benefits survey was designed by Evergreen to garner information from targeted peers regarding their benefit policies. Information was collected on insurance coverage, leave policies, retirement plans, and other fringe benefits. A full report can be found in **Chapter 5** of this report.

Chapter 6 – Recommendations

During the recommendations phase, Evergreen provided several different solution options based on their current relationship to market and the internal equity analysis. Solutions were provided that only require minor tweaks to the current compensation and classification systems, as well as some solutions that would require wholesale changes to City's current structure. Evergreen has provided the City with recommendations that can both leverage the current compensation structure and also help expand its ability to recruit and retain talent in the most competitive classifications. A full explanation of the recommendations can be found in **Chapter 6** of this report.

Chapter 2 – Summary of Employee Outreach

On October 20, 2022, Evergreen consultants conducted 2 orientation sessions and 4 focus groups for the City of Cooper City. Orientation sessions were conducted in order to inform employees about the purpose of the study and provide an overall explanation of the study process while also giving employees information about the different ways they would be asked to participate in the study. Focus groups were designed to solicit open feedback from employees concerning a number of topics related to compensation, classification and benefits both in their respective departments and the city as a whole. Overall, the goal of these groups was to gauge the general employee sentiment towards the current compensation and classification structures of the city, while also gathering specific employee concerns. All sessions had excellent participation and lively discussions.

The observations in this chapter are a generalized summary of opinions, general themes, and trends expressed by employees who either participated in a focus group, interview or provided direct feedback to Evergreen. Information that may identify the commenter has been removed. It is important to note the views shared in this summary are perceptional in nature and may not necessarily reflect actual conditions in the city.

Comments are separated by the following four categories below:

2.1 General Feedback
2.2 Compensation & Classification
2.3 Market Peers
2.4 Summary

2.1 GENERAL FEEDBACK

The primary focus of this study is to address the Cooper City compensation and classification structures. However, it is important to understand how employees currently view employment at large within the City, and as a result, general feedback was sourced from employees on what brought them to work for the City and what were the primary factors that led to their continued employment. Employees were also asked about the benefits offerings, classifications with high turnover, who are some key competitors in the marketplace for talent and what they see as the key issues the study should address. The comments described in this section reflect the factors that incentivize prospective applicants to pursue employment with the City, and also reflect the reasons employees have decided to continue working for the City. These elements are important to highlight. Compensation, while an important factor in employee engagement, is often not the sole determination for where employees wish to work. In fact, employees in each focus group referenced the importance of non-compensation related factors when considering continued employment. The responses given ranged from

positive attributes like location, job stability and pension plan. Additional comments expressed by employees include:

- **Benefits –** Employees expressed that the benefits package, while increasing in cost from years past, was a recognizable positive differentiator.

- **Culture** – Several employees cited a toxic work environment brought on by too much direct involvement from Commissioners and this was having a negative impact on morale and leading to higher turnover within the organization in the past few years.

- **Community** – Several employees shared their passion for serving the citizens of Cooper City and how rewarding serving the community can be.

Overall, personnel revealed that the City has historically been a wonderful to work with a number of distinct advantages in place for employees who desire the stability and improved work-life balance that comes with serving a smaller, family-first community. A common theme from staff was the growing concern that the Commissioners were too involved with day to day operations leading to a lack of trust and increased turnover for the City.

2.2 COMPENSATION AND CLASSIFICATION

As the main focus of this study, feedback on compensation and classification was solicited from employees. Employees were asked to identify any concerns, challenges, or limitations observed with how the city currently compensates and classifies its positions as well as non-compensation related factors contributing to overall employee satisfaction and engagement. It is important to note that the perceptions of employees listed below do not necessarily reflect or align with the data collected in the market survey, found in **Chapter 4.** The market survey data is qualitative while the feedback received through the in-person outreach sessions is more quantitative.

Specific feedback shared by employees related to compensation practices included the following:

- **External Equity** – Feedback on the competitiveness of pay in the City was unified with most employees sharing that they anticipate this study will reveal pay is lower than in neighboring municipalities. Many employees mentioned the lower pay and consistent turnover, especially in leadership positions was contributing to Cooper Cities difficultly recruiting and retaining talent. Several employees spoke of how the City historically would get more qualified applicants than was necessary and there was competition to gain employment at any level. Now, employees cited that when a job opening is posted they rarely get sufficient response and the often get zero qualified applicants. The general consensus was this was due to two main contributing factors. The first is that compensation was not competitive and the second was the City of gaining a reputation as a toxic workplace. The turnover in positions of leadership was highlighted during every outreach session. Specifically, the City Manager and Directors of Finance and Public Works classifications was referenced as positions that have high turnover with multiple incumbents in recent years. Several employees mentioned that the longest

tenured Director with the City was less than 3 years and there had been five City Managers in the past four years all of which was creating an organizational climate of continued uncertainty and change.

Additional positions that perceived their pay as below market mentioned during the focus group sessions include:

- Public Works Director (3 in last 2 years)
- Numerous openings for plant operator C license
- Utilities Field Maintenance workers
- Plant Technicians
- Purchasing Agent/Assistant or Procurement
- Arborist
- Park Rangers
- Mechanic
- Park attendants/Lifeguard
- Finance Department

The supervisor focus groups expressed the same concerns with current pay and organizational climate when compared to market peers.

- Internal Equity –There was a belief among employees that new hires were being hired at rates above those of tenured employees and that created wage compression. Employees in each focus group mentioned that a key issue was the City Commissions continued involvement in day to day operations and this was negatively impacting morale citywide. Another internal equity issue mentioned was that many employees felt that the job title did not accurately reflect the work being performed and that classification changes were necessary. Comments from employees included:

  - *"There has been a mass exodus in top management talent."*
  - *"Employees feel like a target is on our back".*
  - *"40 people have left the City in the last two years."*

- Turnover – Several reasons for the perceived high turnover were mentioned by employees during focus group sessions. Director level positions were mentioned as positions employees felt had an extremely high turnover ratio. Commissioner involvement and public criticism of City employees in public meetings by Commissioner's was referenced in each session as a major contributing factor as to why tenured employees were seeking employment elsewhere. At the time the outreach was conducted, it was observed all current Directors had less than three years of employment with the City in their current role. This lack of institutional knowledge for an established municipalities' leadership team is unique especially when considering the turnover is not related to retirement but instead is a result of voluntary terminations. A few employees referred to the city as the "training ground" for neighboring cities. Many cited that employees in the Utilities Department specifically would start at Cooper City, receive valuable training and, once the requisite certifications were achieved, would then leave for another municipality or private company for additional compensation.

- **Staffing Levels/Vacancies** – Employees mentioned several vacant positions they did not believe would be filled due to the lack of qualified applicants. Insufficient staffing levels were also mentioned by numerous employees saying that service levels in the City had decreased as they are required to do more with less. Employees cited that turnover and extended vacancies required them to do essential job functions inconsistent with their core responsibilities for longer periods of time but without additional compensation or promotion. Several mentioned they had served in an interim capacity numerous times or for more than 6 months without additional compensation or promotion. "*If you are acting director, only get up to 10% increase while serving in that interim role."*

- **Benefits (perceived strengths)** – Most employees spoke positively about their benefit offerings, specifically health insurance and pension, as part of the reason for initially seeking employment and remaining with the city.

- **Benefits (perceived weakness's)** – Employees expressed concern over the increasing costs associated with family health care coverage. The city's previous policy of funding health insurance benefits for employees who do not require family coverage was specifically identified as a significant benefit. The general feedback was that benefits are good but costs passed onto employees continue to increase and far outpacing any annual salary increases.

2.3 MARKET PEERS

Focus group participants were asked to name municipalities they considered to be both local and regional market peers, who they believe have similar characteristics to Cooper City. Employees mentioned It was generally recognized that market research should be complex and varied because the city has cities and counties of various sizes competing for talent with nearby municipalities. Respondents shared numerous public-sector municipalities and private competitors as well. Responses are listed below and were considered when developing the list of peers for the compensation and classification survey. Participants named the following municipalities with some frequency as the city's biggest competitors in terms of employee compensation and classification:

- Safety Harbor Sunrise
- Town of Davie
- Lauderdale Lakes
- Lauderdale by the Sea
- Lauder Hills
- Miramar
- West Palm
- Coconut Creek
- Coral Springs
- Broward County
- Parkland
- Ft. Pierce
- Ft. Lauderdale

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- Dania Beach
- Deerfield Beach
- Plantation
- Tamarac
- Hollywood
- Oakland Park
- Lighthouse Point

2.4 SUMMARY

The feedback received by Evergreen Solutions provided a solid foundation for the development of recommendations for the City of Cooper City. The willingness of City employees to contribute to this dialogue in an honest and transparent manner was evident in the number of employees that took time to attend and share feedback with respect to potential compensation and classification strengths/weaknesses across the organization. These comments were verified and taken into consideration when identifying challenges and formulating recommendations for the City. The consensus was that Cooper City was once a preferred public sector employer with service oriented long tenured employees and a reputation for stability, fair compensation and excellent service. Employees mentioned that the City has changed significantly in the past few years and the work environment is making it difficult to recruit and retain employees. One memorable quote from an employee seemed to sum up the frustration of many stating, *"Cooper City is a family but it's a very dysfunctional family."*

Employees, especially tenured staff, spoke with great fondness about the reputation the City had as the employer of choice in the public sector for decades. Many stated that in the past they felt valued by City leadership but that now they feel as though they are under attack. Several attendees stated that if employees could receive clear direction of what was expected of them in their role and be given the resources to do it, they feel as though things could improve rapidly.

As a whole, the employees of the City of Cooper City enjoy serving city residents, feel a sense of pride in their work, love serving their community, commonly refer to themselves as part of a family, and strive to make distinct contributions to their organization and their community. The Evergreen Team used the information gathered from employees throughout the remainder of this study in order to arrive at appropriate recommendations for the City.

Chapter 3 – Assessment of Current Conditions

The purpose of this chapter is to provide a statistical analysis of the Compensation and Classification system in place at the City at the start of this study. The assessment is divided into the following sections:

3.1 Analysis of the Pay Plan
3.2 Grade Placement Analysis
3.3 Quartile Analysis
3.4 Summary

The analysis represented in this chapter represents a snapshot in time – this chapter was built off of employee information collected in September of 2022. Every organization changes continuously, so this chapter is not meant to be a definitive statement on continuing compensation practices at the City. Rather, this AOCC is meant to represent the conditions that were in place when this study began. The data contained within provide the baseline for analyses through the course of this study but are not sufficient cause for recommendations in isolation. By reviewing employee data, Evergreen gained a better understanding of the structure and methods in place and identified issues for both further review and potential revision.

3.1 ANALYSIS OF THE PAY PLAN

The purpose of analyzing the pay plan used within the City is to help gain an overview of the compensation philosophy as it existed when the study began. The City had a system in place that categorized classifications by level and type of work. This system used numeric pay grades to represent classifications of varying level and responsibility. **Exhibit 3A** displays the City's pay plan summarized for ease of comparison. The exhibit provides the name; each pay grade on the plan; the value of each pay grade at minimum, midpoint, and maximum; the range spread for each pay grade – which is a measure of the distance between the minimum and maximum of the grade; the midpoint progression between grades; and the number of employees per pay grade.

The City does use a single "ungraded" pay grade. An ungraded pay grade is one that does not include pay ranges.

The City's pay plan includes 22 occupied pay grades that hold 149 employees. The pay range spreads fall between 17.6 - 41.3 percent. Pay grades 4, 6, and 21 only have one employee, while pay grade 2 contains the most employees with 20.

EXHIBIT 3A
PAY PLAN SUMMARY

Pay Plan	Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression	Employees
General	1	$ 21,840	$ 25,022	$ 28,205	29%	-	6
	2	$ 23,920	$ 27,362	$ 30,805	29%	9%	20
	3	$ 28,080	$ 32,594	$ 37,107	32%	19%	12
	4	$ 34,674	$ 41,839	$ 49,005	41%	28%	1
	5	$ 75,733	$ 82,420	$ 89,107	18%	97%	3
	6	$ 97,302	$ 105,851	$ 114,400	18%	28%	1
	10	$ 34,680	$ 41,841	$ 49,002	41%	-60%	8
	11	$ 36,720	$ 44,302	$ 51,884	41%	6%	3
	13	$ 40,800	$ 49,225	$ 57,649	41%	11%	19
	14	$ 43,860	$ 52,917	$ 61,973	41%	8%	17
	15	$ 45,900	$ 55,378	$ 64,855	41%	5%	10
	16	$ 49,980	$ 60,300	$ 70,620	41%	9%	4
	17	$ 53,040	$ 63,992	$ 74,944	41%	6%	11
	18	$ 57,120	$ 68,915	$ 80,709	41%	8%	6
	19	$ 60,180	$ 72,607	$ 85,033	41%	5%	5
	20	$ 65,280	$ 78,759	$ 92,238	41%	8%	5
	21	$ 69,360	$ 83,682	$ 98,003	41%	6%	1
	22	$ 76,500	$ 92,296	$ 108,092	41%	10%	2
	23	$ 82,620	$ 99,680	$ 116,740	41%	8%	2
	25	$ 103,020	$ 124,293	$ 145,565	41%	25%	4
	26	$ 115,260	$ 139,060	$ 162,859	41%	12%	2
	-	-	-	-	-	-	7
Total	**-**	**-**	**-**	**-**	**-**	**-**	**149**

Comparing the summary data in **Exhibit 3A** to best practices, a number of observations can be made regarding the City's pay plan. Based on the analysis of the pay plan, the following facts can be observed:

- Range spreads—generally set between 50-70 percent—are slightly narrower than you would typically see in the market today.
- The midpoint progression between grades is varied and does not increase in a consistent manner.
- The number of employees on each pay grade is widely varied with several grades having less than three employees.
- The minimum of any pay grade is $21,840 while the maximum of any pay grade is $162,859.

3.2 GRADE PLACEMENT ANALYSIS

The Grade Placement Analysis examines how employee salaries are distributed throughout the pay grades. This can help identify salary progression issues, which are usually accompanied by employee salaries that are clustered in segments of the pay grades. A clustering of employee salaries in the lower part of ranges can indicate a lack of salary progression for employees or a high level of employee turnover. A clustering of employee salaries in the high end of pay ranges can be a sign of high employee tenure or a sign that the pay ranges are behind market, forcing the organization to offer salaries near the maximum of the range to new hires. With regard to minimum and maximum salaries, employees at the grade minimum are typically newer to the organization or to the classification, while employees at the grade maximum are typically highly experienced and highly proficient in their classification. The Grade Placement Analysis examines how salaries compare to pay range minimums, midpoints, and maximums. Only pay grades with at least one incumbent are included in this analysis.

Exhibit 3B displays the percentage and number of employees compensated at their pay grade minimum and pay grade maximum. The percentages presented are based on the total number of employees in that grade. As can be seen in the exhibit, 1.3 percent (two total) of all employees are compensated at their pay grade's minimum. A larger percent of employees, 32.9 percent (49 total), are compensated at their pay grade's maximum.

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EXHIBIT 3B
EMPLOYEES AT MINIMUM AND MAXIMUM BY GRADE

Grade	Employees	# at Min	% at Min	# at Max	% at Max
1	6	0	0.0%	6	100.0%
2	20	0	0.0%	10	50.0%
3	12	2	16.7%	6	50.0%
4	1	0	0.0%	0	0.0%
5	3	0	0.0%	3	100.0%
6	1	0	0.0%	0	0.0%
10	8	0	0.0%	0	0.0%
11	3	0	0.0%	2	66.7%
13	19	0	0.0%	3	15.8%
14	17	0	0.0%	3	17.6%
15	10	0	0.0%	2	20.0%
16	4	0	0.0%	2	50.0%
17	11	0	0.0%	5	45.5%
18	6	0	0.0%	2	33.3%
19	5	0	0.0%	2	40.0%
20	5	0	0.0%	0	0.0%
21	1	0	0.0%	1	100.0%
22	2	0	0.0%	0	0.0%
23	2	0	0.0%	0	0.0%
25	4	0	0.0%	0	0.0%
26	2	0	0.0%	2	100.0%
-	7	0	0.0%	0	0.0%
Total	**149**	**2**	**1.3%**	**49**	**32.9%**

In addition to assessing the number of employees at minimum and maximum, an analysis was conducted to determine the number of employees below and above pay grade midpoint. The percentages refer to the percentage of employees in each pay grade that are above and below midpoint. **Exhibit 3C** displays the results of this analysis: a total of 39 employees are compensated below their pay grade midpoint—which is 26.2 percent of all employees for the City. There are 102 employees compensated above the midpoint of their pay grade, which is 68.5 percent of all employees.

EXHIBIT 3C
EMPLOYEES ABOVE AND BELOW MIDPOINT BY PAY GRADE

Grade	Employees	# < Mid	% < Mid	# > Mid	% > Mid
1	6	0	0.0%	6	100.0%
2	20	0	0.0%	20	100.0%
3	12	4	33.3%	8	66.7%
4	1	0	0.0%	1	100.0%
5	3	0	0.0%	3	100.0%
6	1	0	0.0%	1	100.0%
10	8	5	62.5%	3	37.5%
11	3	1	33.3%	2	66.7%
13	19	10	52.6%	9	47.4%
14	17	5	29.4%	12	70.6%
15	10	0	0.0%	10	100.0%
16	4	0	0.0%	4	100.0%
17	11	4	36.4%	7	63.6%
18	6	2	33.3%	4	66.7%
19	5	0	0.0%	4	80.0%
20	5	2	40.0%	3	60.0%
21	1	0	0.0%	1	100.0%
22	2	2	100.0%	0	0.0%
23	2	1	50.0%	1	50.0%
25	4	3	75.0%	1	25.0%
26	2	0	0.0%	2	100.0%
-	7	0	0.0%	0	0.0%
Total	**149**	**39**	**26.2%**	**102**	**68.5%**

3.3 QUARTILE ANALYSIS

The last part of the Grade Placement Analysis is a detailed look at how salaries are distributed through pay grades, through a quartile analysis. Here, each pay grade is divided into four segments of equal width, called quartiles. The first quartile represents the first 25 percent of the pay range; the second quartile represents the part of the range above the first quartile up to the mathematical midpoint; the third quartile represents the part of the range from the midpoint to 75 percent of the pay range; and the fourth quartile represents the part of the range above the third quartile up to the pay range maximum. Employees are assigned to a quartile within their pay range based on their current salary.

The quartile analysis is used to determine the location of employee salary clusters. Quartile analysis helps identify whether clusters exist in specific quartiles of pay grades. Additionally, the amount of time the employee has spent at the organization is also analyzed, in order to observe any relationship between organizational tenure and salary progression. This information, while not definitive alone, can shed light on any root issues within the current compensation and classification plan when combined with market data and employee feedback.

Exhibit 3D shows the number of employees that are in each quartile of each grade, as well as the average overall tenure (i.e. how long an employee has worked for the City) by quartile. Overall, data provide that 6.4 percent of employees fall into Quartile 1 of their respective grade; 21.3 percent fall into Quartile 2; 17.0 percent fall into Quartile 3; and 55.3 percent fall into Quartile 4. While this distribution does not lead to a conclusion, data for average tenure do lead to determinations on the relationship between tenure and salary.

Specifically, overall average tenure increases as quartile increases; the average tenure in Quartile 1 is 1.4 years; in Quartile 2 is 4.0 years; in Quartile 3 is 6.9 years; and in Quartile 4 is 9.8 years. This would seem to indicate that employees are moved through their pay grades equitably, or at the very least a positive linear relationship exists between tenure and pay.

Exhibit 3E displays a graphical representation of the data contained in Exhibit 3D. Each pay grade is divided into up to four sections representing the percentage of employees, in that pay grade, who belong in each quartile. For example, pay grade 1 has zero employees in Quartiles 1, 2, or 3. That pay grade is represented by a 100 percent green bar, showing that 100 percent of grade 1 employees are in Quartile 4. Pay grade 3 has employees in all four quartiles, however, and is consequently represented with bars displaying all four colors, corresponding to the percentage of employees for each pay grade in each quartile.

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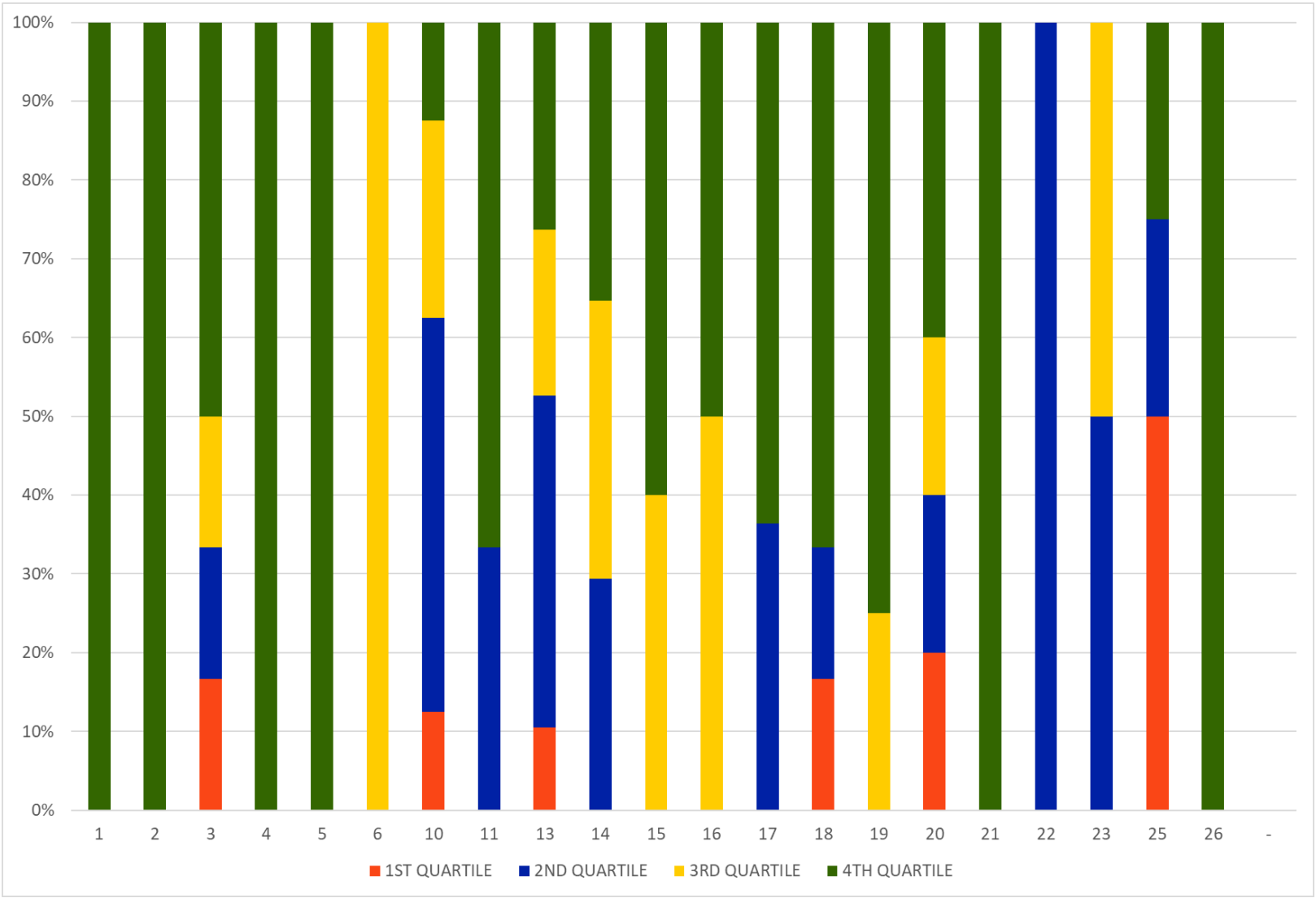
EXHIBIT 3D
QUARTILE ANALYSIS AND TIME WITH THE ORGANIZATION

GRADE	Total Employees	Average Tenure	1st Quartile		2nd Quartile		3rd Quartile		4th Quartile	
			# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure
1	6	3.6	0	-	0	-	0	-	6	3.6
2	20	2.5	0	-	0	-	0	-	20	2.5
3	12	6.0	2	0.3	2	0.6	2	7.7	6	9.1
4	1	0.4	0	-	0	-	0	-	1	0.4
5	3	9.4	0	-	0	-	0	-	3	9.4
6	1	4.3	0	-	0	-	1	4.3	0	-
10	8	5.7	1	0.9	4	4.0	2	6.4	1	15.8
11	3	11.4	0	-	1	0.6	0	-	2	16.8
13	19	6.6	2	0.6	8	3.7	4	3.2	5	16.3
14	17	10.6	0	-	5	6.5	6	9.7	6	14.8
15	10	13.6	0	-	0	-	4	11.4	6	15.1
16	4	9.8	0	-	0	-	2	6.5	2	13.0
17	11	10.1	0	-	4	1.2	0	-	7	15.2
18	6	11.5	1	1.9	1	6.4	0	-	4	15.2
19	4	10.8	0	-	0	-	1	0.9	3	17.1
20	5	7.2	1	0.4	1	7.6	1	1.5	2	13.3
21	1	29.6	0	-	0	-	0	-	1	29.6
22	2	8.7	0	-	2	8.7	0	-	0	-
23	2	0.5	0	-	1	0.7	1	0.3	0	-
25	4	2.7	2	3.8	1	2.7	0	-	1	0.7
26	2	0.5	0	-	0	-	0	-	2	0.5
-	0	4.1	0	-	0	-	0	-	0	-
Overall	**141**	**7.5**	**9**	**1.4**	**30**	**4.0**	**24**	**6.9**	**78**	**9.8**

EXHIBIT 3E
QUARTILE PLACEMENT BY PAY GRADE



Studying the data from the following exhibits can reveal certain patterns. One thing that can be observed is that as one Quartile is observed to the next, the percentage of employees occupying it generally increases. This could be a result of market competition increasing and the city responding by hiring and retaining individuals at higher points of their grade.. Another possible explanation is as you move to higher pay grades, positions are more competitive on the open market. There are typically more certifications required, more experience is desirable, and there are fewer employees available to fill the position. That requires the City to bid up the price of a new hire in order to attract high quality employees. It is impossible to determine why this pattern is occurring without more data. However, it is something that bears watching in the future, as the City could gather valuable information about itself.

3.4 SUMMARY

There were many observations made with respect to the City's compensation system in place at the beginning of the study.

- Range spreads, generally recommended to be between 50-70 percent, varies across several grades. The City's one plan has range spreads varying from 18 percent up to 41 percent.

- More than half of employees are paid above their pay grade midpoint.

- A little less than one quarter of employees (6.4 percent) are in Quartile 1 of their pay grade. This can indicate a workforce with high turnover or that has recently expanded with many new hires. Further analysis is required to determine the cause of this imbalance.

This analysis acts as a starting point for development of recommendations in subsequent chapters of this report. Paired with market data, Evergreen is able to make recommendations that will ensure that the City's compensation system is structurally sound in terms of best practice, competitive with the market, and treats all employees equitably moving forward.

Chapter 4 – Market Summary

The purpose of the market summary chapter is to benchmark the City's compensation practices against that of its market peers, in order to establish how competitive the City is with the market. One of the key study goals was to reestablish the City's competitive position in the marketplace. There was an anticipation by employees during the outreach process and initial meetings with the City project leadership team that the City pay ranges were not competitive. To deliver this primary study objective, Evergreen looked at average pay ranges across the entire classification to make the most accurate comparison. The results of this market study should be considered reflective of the current state of the market at the time of this study, however, market conditions can change rapidly. The current national trend for public sector employment has seen consistent increases of 5%. With a rapidly changing and increasing labor market, it is necessary to perform market surveys of peer organizations at regular intervals in order for an organization to consistently monitor its position within the market. Furthermore, the market results detailed in this chapter provide a foundation for understanding the City's overall structural standing in the market but are not the only compensation factor when building a modernized pay plan. The updated pay ranges reported in this chapter, while an important factor, are not the sole determinant for how classifications were placed into the proposed salary ranges outlined in **Chapter 6.**

Evergreen conducted a comprehensive market salary survey for the City, which included soliciting 22 target peer organizations (18 cities and one county) for 70 benchmark positions. Of the 22 total organizations contacted, 14 responded and provided data for the benchmark positions. Target peers were selected based on a number of factors, including geographic proximity, resource level, job overlap, and size. Target organizations were also identified for their competition to the City for employee recruitment and retention efforts. The final list of market peers was developed through the feedback received from City employees during in-person outreach sessions, collaboration with the City project leadership team and recommendations provided by Evergreen consultants. A draft targets and benchmarks file was created and submitted to the City project leadership team for approval prior to soliciting the market for salary data used when creating the market survey results. The list of targets that provided data for the purpose of this study are included in **Exhibit 4A**.

EXHIBIT 4A
RESPONDENT MARKET PEERS

Respondent Organizations
Coconut Creek, FL
Coral Springs, FL
Dania Beach, FL
Deerfield Beach, FL
Ft. Pierce, FL
Ft. Lauderdale, FL
Hallandale, FL
Hollywood, FL
Lauderhill, FL
Lauderdale Lakes, FL
Lighthouse Point, FL
Miramar, FL
Oakland Park, FL
Parkland, FL
Plantation, FL
Town of Davie, FL
West Palm Beach, FL
Sunrise, FL
Pompano, FL
Margate, FL
Tamarac, FL
Broward County, FL

Because the data collected for the market summary was from various regions, it was necessary to adjust peer responses relative to the City based on cost-of-living. For all organizations that fell outside the City's immediate region, a cost-of-living adjustment was applied to the reported pay ranges to ensure a market average was attained in terms of the spending power an employee would have in the City's local area. Evergreen utilizes cost-of-living index information from the Council for Community and Economic Research. For peer cities, the cost-of-living index is applied based on the county in which the city is located. Cost of Living figures for the City and each of the respondent market peers are located in **Exhibit 4B**.

EXHIBIT 4B
RESPONDENTS WITH COST-OF-LIVING ADJUSTMENTS

Organization	Cost of Living
City of Cooper City	**109.2**
Coconut Creek, FL	109.2
Coral Springs, FL	109.2
Dania Beach, FL	109.2
Deerfield Beach, FL	109.2
Ft. Pierce, FL	97.8
Ft. Lauderdale, FL	109.2
Hallandale, FL	109.2
Hollywood, FL	109.2
Lauderhill, FL	109.2
Lauderdale Lakes, FL	109.2
Lighthouse Point, FL	109.2
Miramar, FL	109.2
Oakland Park, FL	109.2
Parkland, FL	109.2
Plantation, FL	109.2
Town of Davie, FL	109.2
West Palm Beach, FL	115.4
Sunrise, FL	109.2
Pompano, FL	109.2
Margate, FL	109.2
Tamarac, FL	109.2
Broward County, FL	109.2

4.1 MARKET DATA

The results of the market study are displayed in **Exhibit 4C**, which includes the benchmark job titles and the market average salaries for each position at the minimum, midpoint, and maximum points of the pay ranges. Also included within the exhibit are the percent differentials of the City's pay ranges at each respective point, relative to the market average pay. A positive percent differential is indicative of the City's pay range exceeding that of the average of its market peers; alternatively, a negative percent differential indicates the City's compensation for a given position lagging behind the average of its peers. For those classifications where no differential is shown, this is due to the City not possessing a pay range for comparison to the market. The exhibit also includes the average pay range for the market respondents for each position, as well as how many responses each benchmark received.

While all benchmarks are included in the survey, not every peer organization possesses an appropriate match. Consequently, the benchmarks receive varying levels of response. For the purpose of this study, all positions that received fewer than five matches from market peers were not considered in establishing the City's competitive position. Federal guidelines require having at least five responses to be included in the survey results. Of the 70 positions surveyed, 68 had a sufficient response for inclusion.

EXHIBIT 4C
MARKET SURVEY RESULTS

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
		Average	% Diff	Average	% Diff	Average	% Diff		
1	Administrative Specialist	$40,004.75	2.0%	$50,089.17	-1.7%	$60,173.59	-4.3%	50.4%	13
2	Budget Analyst	$62,020.74	-29.9%	$78,430.82	-34.5%	$94,840.90	-37.6%	52.9%	10
3	COMMUNICATIONS COORDINATOR	$57,123.32	0.0%	$71,252.65	-3.3%	$85,381.98	-5.6%	49.5%	5
4	Executive Assistant to Elected Officials	$56,195.86	1.6%	$70,949.06	-2.9%	$85,702.25	-6.0%	52.5%	12
5	Senior Administrative Specialist	$43,624.33	0.5%	$54,896.42	-3.7%	$66,168.50	-6.5%	51.7%	11
6	Assistant City Clerk	$64,575.79	-12.3%	$82,058.39	-17.4%	$99,540.98	-20.9%	54.1%	7
7	City Clerk	$99,908.61	-18.9%	$128,128.19	-25.0%	$156,347.78	-29.0%	56.5%	8
8	Planner	$57,238.29	-0.2%	$72,987.64	-5.7%	$88,737.00	-9.5%	55.0%	13
9	Administrative Coordinator	$50,712.95	4.5%	$63,909.14	0.1%	$77,105.34	-2.8%	52.0%	9
10	Building Inspector	$66,311.16	-9.7%	$82,423.06	-12.7%	$98,534.96	-14.7%	48.6%	7
11	Assistant Community Development	$90,134.21	-16.4%	$114,890.22	-21.8%	$139,646.22	-25.5%	54.9%	8
12	Building Official	$105,942.29	-8.5%	$135,759.51	-24.8%	$165,576.73	-36.6%	56.3%	10
13	METER READER	$36,778.30	-26.8%	$46,717.51	-35.6%	$56,656.73	-41.7%	54.0%	7
14	Customer Service Representative II	$39,138.44	4.2%	$48,857.53	0.7%	$58,576.61	-1.6%	49.7%	6
15	Customer Service Representative III	$45,312.59	-3.3%	$56,275.10	-6.2%	$67,237.60	-8.1%	48.4%	7
16	Accounting Technician	$40,920.56	-0.3%	$51,910.39	-5.3%	$62,900.22	-8.7%	53.7%	12
17	Senior IT Technician	$58,281.48	3.2%	$73,643.16	-1.4%	$89,004.83	-4.6%	52.7%	6
18	Accountant	$57,716.75	-8.4%	$73,777.87	-14.2%	$89,839.00	-18.1%	55.6%	13
19	Purchasing Agent	$59,111.50	1.8%	$75,117.44	-3.4%	$91,123.38	-6.9%	54.1%	11
20	Information Systems Manager	$75,008.12	2.0%	$98,092.33	-6.1%	$121,176.55	-11.4%	61.6%	5
21	Assistant Finance Director	$101,667.67	-20.7%	$131,016.41	-27.2%	$160,365.15	-31.5%	57.7%	11
22	Finance Director/CFO	$129,613.74	-11.7%	$165,974.28	-17.6%	$202,334.81	-21.6%	56.1%	12
23	City Manager	$194,485.05		$240,132.29		$285,779.54		46.9%	2
24	Human Resources Programs Administrator	$61,411.55	-2.0%	$77,385.29	-6.4%	$93,359.03	-9.3%	52.0%	10
25	Human Resources Director/Risk Manager	$121,945.96	-16.8%	$155,873.34	-22.5%	$189,800.71	-26.4%	55.6%	12
26	Maintenance Technician II	$39,470.81	-12.9%	$49,799.14	-17.4%	$60,127.46	-20.4%	52.3%	11
27	Customer Service Representative I	$36,758.11	-5.8%	$45,970.73	-9.4%	$55,183.34	-11.9%	50.1%	10
28	Tradesworker I	$42,956.53	-5.1%	$54,418.44	-10.0%	$65,880.36	-13.3%	53.3%	9
29	Tradesworker II	$49,697.25	-12.5%	$62,034.18	-15.9%	$74,371.11	-18.2%	49.6%	6
30	Equipment Operator	$39,797.98	9.7%	$50,072.19	5.5%	$60,346.40	2.7%	51.6%	11
31	Fleet Mechanic	$44,001.87	4.2%	$55,397.61	0.0%	$66,793.35	-2.9%	51.8%	11
32	Horticultural Technician	$39,008.17	4.5%	$50,162.59	-1.9%	$61,317.00	-6.2%	57.1%	6
33	Structural Inspector/Plans Examiner (FT)	$69,688.93	-6.5%	$86,886.20	-9.8%	$104,083.46	-12.1%	49.4%	7
34	Public Works Coordinator	$53,246.95	20.3%	$67,166.55	15.9%	$81,086.16	12.9%	52.3%	5
35	Facility Maintenance Supervisor	$59,936.41	8.5%	$75,264.06	4.5%	$90,591.71	1.8%	51.1%	11
36	Fleet Maintenance Supervisor	$63,761.72	-5.8%	$81,404.27	-11.4%	$99,046.83	-15.2%	55.3%	9
37	Chief Structural Inspector (FT)	$68,510.14	-4.8%	$86,760.28	-9.7%	$105,010.42	-13.0%	53.3%	9
38	STRUCTURAL INSPECTOR/PLANS	$72,244.63	4.7%	$90,713.50	-9.6%	$109,182.36	-20.2%	51.1%	11
39	CHIEF ELECTRICAL INSPECTOR	$75,156.34	0.8%	$94,622.02	-13.8%	$114,087.69	-24.6%	51.8%	10
40	Assistant Building Official/Chief Plumbing	$86,805.25	-13.6%	$110,105.14	-28.8%	$133,405.04	-39.8%	53.7%	10
41	COMMUNITY DEVELOPMENT DIRECTOR	$117,232.30	-12.9%	$147,102.39	-16.8%	$176,972.48	-19.5%	51.0%	5
42	Public Works Director	$120,095.06	-15.3%	$155,238.87	-22.1%	$190,382.69	-26.7%	58.5%	8
43	Lifeguard II/WSI	$33,577.79	-33.6%	$42,477.42	-43.3%	$51,377.05	-50.1%	53.0%	8
44	Park Attendant	$31,283.40	-26.7%	$40,156.84	-37.9%	$49,030.28	-45.7%	56.7%	6
45	YOUTH PROGRAM INSTRUCTOR	$31,042.27	-10.0%	$39,895.71	-20.1%	$48,749.15	-27.1%	57.0%	8
46	ADULT PROGRAM RECREATION AIDE	$31,495.92	-11.5%	$40,625.66	-21.9%	$49,755.40	-29.1%	57.9%	9
47	Swim Coach	$30,435.16	-8.0%	$39,491.59	-19.1%	$48,548.03	-26.7%	59.5%	6
48	Head Lifeguard	$39,551.17	-13.1%	$50,040.17	-17.8%	$60,529.17	-21.0%	53.0%	9
49	Recreation Specialist (Recreation Leader)	$38,018.54	-9.2%	$47,797.81	-13.3%	$57,577.09	-16.1%	51.4%	8
50	Program Instructor	$33,713.30	-18.2%	$43,324.97	-28.3%	$52,936.64	-35.2%	56.9%	5
51	PARK RANGER	$38,676.31	-5.2%	$49,123.23	-10.3%	$59,570.16	-13.8%	54.0%	10
52	Adult Program Specialist	$44,055.49	-0.4%	$56,079.24	-5.8%	$68,102.98	-9.4%	54.6%	7
53	Facility and Recreation Assistant	$36,455.39	0.7%	$46,788.15	-5.5%	$57,120.91	-9.6%	56.7%	5
54	Parks & Recreation Manager (Parks and Recreation Coordinator)	$61,259.27	-14.4%	$79,185.24	-21.2%	$97,111.22	-25.8%	58.5%	10
55	Parks & Recreation Assistant Director (Parks and Recreation Supervisor)	$86,607.21	-36.0%	$111,028.76	-41.8%	$135,450.31	-45.7%	56.4%	12
56	Parks and Recreation Director	$118,219.91	-13.7%	$150,191.98	-18.9%	$182,164.04	-22.3%	54.1%	11
57	Utilities Mechanic I	$44,997.84	-9.8%	$56,568.45	-13.9%	$68,139.05	-16.7%	51.4%	11
58	Treatment Plant Operator Trainee	$41,143.22	6.4%	$50,967.07	3.8%	$60,790.92	1.9%	47.8%	5
59	Utilities Mechanic II	$47,148.99	-2.7%	$58,467.05	-5.4%	$69,785.10	-7.3%	48.0%	9
60	Treatment Plant Operator I	$48,501.36	-5.5%	$61,308.79	-10.2%	$74,116.21	-13.3%	52.8%	9
61	Treatment Plant Operator II	$51,467.01	-2.9%	$65,167.40	-7.8%	$78,867.80	-11.0%	53.2%	7
62	Utilities Electrician	$51,391.72	-2.8%	$65,212.63	-7.8%	$79,033.53	-11.2%	53.8%	11
63	Utilities Supervisor (Utilities Foreman)	$61,590.15	-14.9%	$77,042.31	-18.5%	$92,494.46	-21.0%	50.2%	11
64	Engineering Inspector/Plans Examiner	$59,393.73	-11.3%	$73,763.35	-14.2%	$88,132.96	-16.2%	48.4%	9
65	Field Operations Superintendent (Field Operations Supervisor)	$74,474.03	-13.2%	$92,964.22	-16.5%	$111,454.41	-18.9%	49.7%	5
66	Chief Plant Operator	$59,322.16	-3.8%	$75,725.57	-9.4%	$92,128.98	-13.2%	55.3%	4
67	Plant Operations Superintendent (Plant Operations Supervisor)	$70,149.15	-1.1%	$89,053.48	-6.2%	$107,957.81	-9.7%	53.9%	9
68	Utilities Director/City Engineer	$112,846.54	2.1%	$144,581.44	-3.9%	$176,316.34	-7.9%	56.2%	8
69	Assistant Utilities Director	$93,859.66	-1.5%	$120,389.20	-6.8%	$146,918.74	-10.3%	56.5%	7
70	ERP Administrator	$60,291.58	-12.8%	$75,647.29	-16.7%	$91,003.00	-19.4%	50.9%	6
Overall Average			**-7.0%**		**-12.9%**		**-16.9%**	**53.3%**	**8.6**
Outliers Removed*			**-6.2%**		**-12.0%**		**-16.0%**	**53.4%**	**8.8**

4.2 SALARY SURVEY RESULTS

Market Minimums

It is important to assess where an organization is relative to its market minimum salaries, as they are the beginning salaries of employees with minimal qualifications for a given position. Organizations that are significantly below market may experience recruitment challenges with entry-level employees. As seen in **Exhibit 4C**, the City is currently 6.2 percent below the market average minimum, when considering positions with sufficient responses. The City's benchmark positions ranged from 36.0 percent below to 9.7 percent above at the market minimum.

The following points are regarding the City's position relative to the market average minimum:

- Of these 68 positions, 51 were below market, averaging 11.0 percent below. These 51 classifications represent roughly 75.0 percent of the surveyed positions receiving sufficient response.

- Of the 51 positions below market, 26 were more than 10 percent below the average market minimum. These positions are displayed in **Exhibit 4D.**

EXHIBIT 4D
CLASSIFICATIONS MORE THAN 10 PERCENT BELOW THE MINIMUM

Classification	% Diff
Parks & Recreation Assistant Director (Parks and Recreation Supervisor)	-36.0%
Lifeguard II/WSI	-33.6%
Budget Analyst	-29.9%
METER READER	-26.8%
Park Attendant	-26.7%
Assistant Finance Director	-20.7%
City Clerk	-18.9%
Program Instructor	-18.2%
Human Resources Director/Risk Manager	-16.8%
Assistant Community Development Director	-16.4%
Public Works Director	-15.3%
Utilities Supervisor (Utilities Foreman)	-14.9%
Parks & Recreation Manager (Parks and Recreation Coordinator)	-14.4%
Parks and Recreation Director	-13.7%
Assistant Building Official/Chief Plumbing an	-13.6%
Field Operations Superintendent (Field Operations Supervisor)	-13.2%
Head Lifeguard	-13.1%
Maintenance Technician II	-12.9%
COMMUNITY DEVELOPMENT DIRECTOR	-12.9%
ERP Administrator	-12.8%
Tradesworker II	-12.5%
Assistant City Clerk	-12.3%
Finance Director/CFO	-11.7%
ADULT PROGRAM RECREATION AIDE	-11.5%
Engineering Inspector/Plans Examiner	-11.3%
YOUTH PROGRAM INSTRUCTOR	-10.0%

- Of these 68 positions, 17 were above market, averaging 3.6 percent above. These 17 classifications represent roughly 25.0 percent of the surveyed positions receiving sufficient response.

- Of the 17 positions above market, 17 were above the average market minimum. These positions are displayed in **Exhibit 4E.**

EXHIBIT 4E
CLASSIFICATIONS ABOVE THE MINIMUM

Classification	% Diff
Equipment Operator	9.7%
Facility Maintenance Supervisor	8.5%
Treatment Plant Operator Trainee	6.4%
STRUCTURAL INSPECTOR/PLANS EXAMINER (PT)	4.7%
Horticultural Technician	4.5%
Administrative Coordinator	4.5%
Fleet Mechanic	4.2%
Customer Service Representative II	4.2%
Senior IT Technician	3.2%
Utilities Director/City Engineer	2.1%
Information Systems Manager	2.0%
Administrative Specialist	2.0%
Purchasing Agent	1.8%
Executive Assistant to Elected Officials	1.6%
CHIEF ELECTRICAL INSPECTOR	0.8%
Facility and Recreation Assistant	0.7%
Senior Administrative Specialist	0.5%

Market Midpoints

The market midpoint is exceptionally important to analyze, as it is often considered the closest estimation of market average compensation. As seen in **Exhibit 4C**, the City is currently 12 percent below the market average midpoint, when considering positions with sufficient responses. The City's benchmark positions ranged from 43.3 percent below to 5.5 percent above at the market midpoint.

The following points are regarding the City's position relative to the market average midpoint:

- Of these 68 positions, 63 were below market, averaging 14.5 percent below. These 63 classifications represent roughly 92.6 percent of the surveyed positions receiving sufficient response.

- Of the 63 positions below market, 37 were more than 10 percent below the average market minimum. These positions are displayed in **Exhibit 4F.**

EXHIBIT 4F
CLASSIFICATIONS MORE THAN 10 PERCENT BELOW THE MIDPOINT

Classification	% Diff
Lifeguard II/WSI	-43.3%
Parks & Recreation Assistant Director (Parks and Recreation Supervisor)	-41.8%
Park Attendant	-37.9%
METER READER	-35.6%
Budget Analyst	-34.5%
Assistant Building Official/Chief Plumbing an	-28.8%
Program Instructor	-28.3%
Assistant Finance Director	-27.2%
City Clerk	-25.0%
Building Official	-24.8%
Human Resources Director/Risk Manager	-22.5%
Public Works Director	-22.1%
ADULT PROGRAM RECREATION AIDE	-21.9%
Assistant Community Development Director	-21.8%
Parks & Recreation Manager (Parks and Recreation Coordinator)	-21.2%
YOUTH PROGRAM INSTRUCTOR	-20.1%
Swim Coach	-19.1%
Parks and Recreation Director	-18.9%
Utilities Supervisor (Utilities Foreman)	-18.5%
Head Lifeguard	-17.8%
Finance Director/CFO	-17.6%
Assistant City Clerk	-17.4%
Maintenance Technician II	-17.4%
COMMUNITY DEVELOPMENT DIRECTOR	-16.8%
ERP Administrator	-16.7%
Field Operations Superintendent (Field Operations Supervisor)	-16.5%
Tradesworker II	-15.9%
Accountant	-14.2%
Engineering Inspector/Plans Examiner	-14.2%
Utilities Mechanic I	-13.9%
CHIEF ELECTRICAL INSPECTOR	-13.8%
Recreation Specialist (Recreation Leader)	-13.3%
Building Inspector	-12.7%
Fleet Maintenance Supervisor	-11.4%
PARK RANGER	-10.3%
Treatment Plant Operator I	-10.2%
Tradesworker I	-10.0%

- Of these 68 positions, five were above market, averaging 2.9 percent above. These five classifications represent roughly 7.4 percent of the surveyed positions receiving sufficient response.

- Of the five positions above market, five were above the average market midpoint. These positions are displayed in **Exhibit 4G.**

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EXHIBIT 4G
CLASSIFICATIONS ABOVE THE MIDPOINT

Classification	% Diff
Equipment Operator	5.5%
Facility Maintenance Supervisor	4.5%
Treatment Plant Operator Trainee	3.8%
Customer Service Representative II	0.7%
Administrative Coordinator	0.1%

Market Maximums

The pay range maximum averages, and how they compare to the City's, are also detailed in **Exhibit 4C**. As seen in **Exhibit 4C**, the City is currently 16 percent below the market average maximum, when considering positions with sufficient responses. The City's benchmark positions ranged from 50.1 percent below to 2.7 percent above at the market maximum.

The following points are regarding the City's position relative to the market average maximum:

- Of these 68 positions, 65 were below market, averaging 18.2 percent below. These 65 classifications represent roughly 4.4 percent of the surveyed positions receiving sufficient response.

- Of the 65 positions below market, 45 were more than 10 percent below the average market maximum. These positions are displayed in **Exhibit 4H.**

EXHIBIT 4H
CLASSIFICATIONS MORE THAN 10 PERCENT BELOW THE MAXIMUM

Classification	% Diff
Lifeguard II/WSI	-50.1%
Parks & Recreation Assistant Director (Parks and Recreation Supervisor)	-45.7%
Park Attendant	-45.7%
METER READER	-41.7%
Assistant Building Official/Chief Plumbing an	-39.8%
Budget Analyst	-37.6%
Building Official	-36.6%
Program Instructor	-35.2%
Assistant Finance Director	-31.5%
ADULT PROGRAM RECREATION AIDE	-29.1%
City Clerk	-29.0%
YOUTH PROGRAM INSTRUCTOR	-27.1%
Swim Coach	-26.7%
Public Works Director	-26.7%
Human Resources Director/Risk Manager	-26.4%
Parks & Recreation Manager (Parks and Recreation Coordinator)	-25.8%
Assistant Community Development Director	-25.5%
CHIEF ELECTRICAL INSPECTOR	-24.6%
Parks and Recreation Director	-22.3%
Finance Director/CFO	-21.6%
Head Lifeguard	-21.0%
Utilities Supervisor (Utilities Foreman)	-21.0%
Assistant City Clerk	-20.9%
Maintenance Technician II	-20.4%
STRUCTURAL INSPECTOR/PLANS EXAMINER (PT)	-20.2%
COMMUNITY DEVELOPMENT DIRECTOR	-19.5%
ERP Administrator	-19.4%
Field Operations Superintendent (Field Operations Supervisor)	-18.9%
Tradesworker II	-18.2%
Accountant	-18.1%
Utilities Mechanic I	-16.7%
Engineering Inspector/Plans Examiner	-16.2%
Recreation Specialist (Recreation Leader)	-16.1%
Fleet Maintenance Supervisor	-15.2%
Building Inspector	-14.7%
PARK RANGER	-13.8%
Treatment Plant Operator I	-13.3%
Tradesworker I	-13.3%
Chief Structural Inspector (FT)	-13.0%
Structural Inspector/Plans Examiner (FT)	-12.1%
Customer Service Representative I	-11.9%
Information Systems Manager	-11.4%
Utilities Electrician	-11.2%
Treatment Plant Operator II	-11.0%
Assistant Utilities Director	-10.3%

- Of these 68 positions, three were above market, averaging 2.1 percent above. These three classifications represent roughly 4.4 percent of the surveyed positions receiving sufficient response.

- Of the three positions above market, three were above the average market maximum. These positions are displayed in **Exhibit 4I.**

EXHIBIT 4I
CLASSIFICATIONS ABOVE THE MAXIMUM

Classification	% Diff
Equipment Operator	2.7%
Treatment Plant Operator Trainee	1.9%
Facility Maintenance Supervisor	1.8%

4.3 SALARY SURVEY CONCLUSION

The standing of individual classifications pay range relative to the market should not be considered a definitive assessment of actual employee salaries being similarly above or below the market; however, such differentials can, in part, explain symptomatic issues with recruitment and retention of employees.

The main summary points of the market study are as follows:

- Overall, employee actual salaries are in a more competitive position than the current City approved salary ranges. The City approved salary ranges have remained unchanged causing some employees to reach, and in some cases, exceed the maximum of their pay range.

- The City's pay ranges are below the market minimum. With the current dynamic in the market, this can allude to difficulties recruiting new talent directly due to starting compensation or the organization adding to compression by bringing in new candidates ahead of the minimum, closer to or higher than wages of established employees.

- The City's pay ranges are approximately 12 percent below the market midpoint. An analysis of the pay ranges compared at the market midpoint can be important to consider as the midpoint is often representative of tenure within the role or progression through the range with additional education or certifications. The City is at a competitive disadvantage to the market for experienced employees and could find themselves in a vulnerable position if pay ranges are not increased to meet the market.

- The City's pay ranges are approximately 16 percent below the market maximum. Comparing positions at the maximum can demonstrate the potential retention levels

in the City. Falling behind the competitive points at the market maximum can allude to a loss of experienced or tenured candidates or provide trouble recruiting external top end talent. Termination reports provided by the City indicate that 40 employees have left the City via voluntary termination in the 24 months before the start of the study.

- The City's pay range spread is approximately 38.9 percent, while its peers' pay range spread is 53.3 percent. That means that the City's salary scale is narrower than its peers. With the City slightly below the average compared to the market at the minimum, because it has a narrower spread it falls further behind compared to its peers at the higher end of the spectrum and trails away from the market by a notable percentage at the maximum.

The results of the market summary chapter are pivotal in the formulation of recommendations by Evergreen Solutions. By establishing the City's market position relative to its peers, Evergreen is better able to propose recommendations that enable the City to occupy its desired competitive position. For the City to achieve a key study goal to reestablish itself as an employer of choice within their region of Florida, adjustments to the salary ranges will need to be made.

Chapter 5 – Benefits Survey Results

As a component of this study, Evergreen conducted a benefits market analysis. A benefits analysis, much like a salary evaluation, represents a snapshot in time of what is available in peer organizations. The Benefit Survey can provide the organization with an understanding of the total compensation (salary and benefits) offered by its peers. It is important to realize that there are intricacies involved with benefits programs that are not captured by a benefits survey alone. It is also important to note that benefits may be updated at various times throughout the year due to varying renewal dates included with policies and Commission approval. The data included in this chapter may have changed from the time this chapter was originally written in March of 2023.

This information should be used as a cursory overview and not a line-by-line comparison since benefits can be weighted differently depending on the importance to the organization. It should also be noted that benefits are sometimes negotiated and acquired through third parties, so one-to-one comparisons can be difficult. The analysis in this chapter highlights aspects of the benefits survey that provide pertinent information and had high completion rates by target peers.

Exhibit 5A provides a list of the 11 target peers from which full or partial benefits data were obtained for this analysis.

EXHIBIT 5A
BENEFITS SURVEY RESPONDENTS

Dania Beach
Lauderhill
Margate
Parkland
Sunrise
Hollywood
Fort Lauderdale
Miramar
Coconut Creek
Coral Springs
Broward County

5.1 EMPLOYEE INSURANCE COVERAGES AND MISCELLANEOUS BENEFITS

Exhibit 5B displays that the average number of health plans offered by peers (any combination of HMO, PPO, High Deductible, or other type of plan) is 2.4. Cooper City offers three types of health plans—two UHC Choice Plans and a UHC Choice HDHP.

EXHIBIT 5B
OVERALL BENEFITS INFORMATION

Number of Plans	Peer Average	City of Cooper City, FL
Number of health plans offered	2.4	3

5.2 HEALTH PLANS

Exhibit 5C displays data on the types of health plans offered by peers. As can be seen, the number of plans was varied. 70 percent of peers offer an HMO plan, 50 percent offer a PPO plan, 50 percent of peers offer an HSA plan, and 20 percent offer some other type of plan. The data show that the percentage of an individual employee's premium paid by the employer is, on average, 50.6 percent for HMO plans, 63.5 percent for PPO plans and 75.4 percent for HSA plans. For employee plus child plans, employers contribute 53.2 percent for HMO plans, 72.5 percent for PPO plans,4 6.5 percent for HSA plans, and 0 percent for other plans. For employee plus spouse plans, employers contribute 51.3 percent for HMO plans, 76.3 percent for PPO plans, 54.8 percent for HSA plans, and 0 percent for other plans. For employee plus family plans, employers contribute 43.6 percent for HMO plans, 61.8 percent for PPO plans, 53.6 percent for HSA plans, and 0 percent for other plans. Shown at the bottom of **Exhibit 5C**, Evergreen surveyed respondents for health plan premiums paid by each entity.

For comparison purposes, a summary of the plans offered by Cooper City is displayed in **Exhibit 5D**. As can be seen, Cooper City offers three health plans—two UHC Choice Plans and one UHC HDHP plan to all employees. Cooper City covers 97.0 percent of the premiums for individual coverage for the UHC Choice Plan 1, 97.9 percent for the UHC Choice Plan 2, and 100 percent for the UHC HDHP plan; and 72.0 percent of the premiums for the UHC Choice Plan 1, 76.8 percent for the UHC Choice Plan 2, and 81.7 percent for the UHC HDHP plan employee plus family plans.

EXHIBIT 5C
OVERVIEW OF HEALTH PLANS OFFERED BY PEERS

Health Plan Premiums & Deductibles	Peer HMO Average	Peer PPO Average	Peer HSA Average	Other Plans Average
Percentage of peers offering each plan	70.0%	50.0%	50.0%	20.0%
DOLLAR AMOUNT (monthly) of employee premium paid by employer	$809.53	$518.63	$878.87	-
PERCENTAGE (monthly) of employee premium paid by employer	50.6%	63.5%	75.4%	0.0%
DOLLAR AMOUNT (monthly) of employee premium paid by employee	$431.63	$332.42	$392.96	$26.26
PERCENTAGE (monthly) of employee premium paid by employee	49.4%	36.5%	24.6%	100.0%
Individual Maximum Deductible In Network	$857.14	$637.50	$1,640.00	$950.00
Individual Maximum Deductible Out of Network	-	$1,725.00	$2,750.00	$750.00
DOLLAR AMOUNT (monthly) of employee plus child premium paid by employer	$1,526.41	$1,217.88	$1,379.94	-
PERCENTAGE (monthly) of employee plus child premium paid by employer	53.2%	72.5%	46.5%	0.0%
DOLLAR AMOUNT (monthly) of employee plus child premium paid by employee	$737.30	$496.13	$695.62	$375.39
PERCENTAGE (monthly) of employee plus child premium paid by employee	46.8%	27.5%	53.5%	100.0%
Employee Plus Child Maximum Deductible In Network	$1,750.00	$2,000.00	$3,600.00	$1,900.00
Employee Plus Child Maximum Deductible Out of Network	-	$5,000.00	$5,333.33	$1,500.00
DOLLAR AMOUNT (monthly) of employee plus spouse premium paid by employer	$1,562.97	$1,245.38	$1,324.34	-
PERCENTAGE (monthly) of employee plus spouse premium paid by employer	51.3%	76.3%	54.8%	0.0%
DOLLAR AMOUNT (monthly) of employee plus spouse premium paid by employee	$801.93	$413.32	$611.93	$303.79
PERCENTAGE (monthly) of employee plus spouse premium paid by employee	48.7%	23.7%	45.2%	100.0%
Employee Plus Spouse Maximum Deductible In Network	$1,750.00	$2,000.00	$3,600.00	$1,900.00
Employee Plus Spouse Maximum Deductible Out of Network	-	$5,000.00	$5,333.33	$1,500.00
DOLLAR AMOUNT (monthly) of employee plus family premium paid by employer	$1,597.33	$1,531.21	$1,731.23	-
PERCENTAGE (monthly) of employee plus family premium paid by employer	43.6%	61.8%	53.6%	0.0%
DOLLAR AMOUNT (monthly) of employee plus family premium paid by employee	$1,271.96	$976.48	$858.10	$598.62
PERCENTAGE (monthly) of employee plus family premium paid by employee	56.4%	38.2%	46.4%	100.0%
Employee Plus Family Maximum Deductible In Network	$1,928.57	$1,275.00	$3,580.00	$1,900.00
Employee Plus Family Maximum Deductible Out of Network	-	$3,450.00	$5,875.00	$1,500.00

EXHIBIT 5D
HEALTH PLANS OFFERED BY THE CITY OF COOPER CITY, FL

Health Plan Premiums & Deductibles	City of Cooper City, FL
DOLLAR AMOUNT (monthly) of employee premium paid by employer	UHC Choice Plus Plan 1 - $1121.28 UHC Choice Plus Plan 2 - $1080.26 UHC Choice Plus Plan 5 (HDHP) - $1007.16
PERCENTAGE (monthly) of employee premium paid by employer	UHC Choice Plus Plan 1 - 93.3% UHC Choice Plus Plan 2 - 95.4% UHC Choice Plus Plan 5 (HDHP) - 100%
DOLLAR AMOUNT (monthly) of employee premium paid by employee	UHC Choice Plus Plan 1 - $75.01 UHC Choice Plus Plan 2 - $50.01 UHC Choice Plus Plan 5 (HDHP) - $0
PERCENTAGE (monthly) of employee premium paid by employee	UHC Choice Plus Plan 1 - 6.7% UHC Choice Plus Plan 2 - 4.6.% UHC Choice Plus Plan 5 (HDHP) - 0%
Individual Maximum Deductible In Network	UHC Choice Plus Plan 1 - $250 UHC Choice Plus Plan 2 - $250 UHC Choice Plus Plan 5 (HDHP) - $1400
Individual Maximum Deductible Out of Network	UHC Choice Plus Plan 1 - $500 UHC Choice Plus Plan 2 - $500 UHC Choice Plus Plan 5 (HDHP) - $2500
DOLLAR AMOUNT (monthly) of employee plus family premium paid by employer	UHC Choice Plus Plan 1 - $1930.99 UHC Choice Plus Plan 2 - $1895.47 UHC Choice Plus Plan 5 (HDHP) - $1758.27
PERCENTAGE (monthly) of employee plus family premium paid by employer	UHC Choice Plus Plan 1 - 72.0% UHC Choice Plus Plan 2 - 76.8% UHC Choice Plus Plan 5 (HDHP) - 81.7%
DOLLAR AMOUNT (monthly) of employee plus family premium paid by employee	UHC Choice Plus Plan 1 - $539.80 UHC Choice Plus Plan 2 - $438.96 UHC Choice Plus Plan 5 (HDHP) - $321.90
PERCENTAGE (monthly) of employee plus family premium paid by employee	UHC Choice Plus Plan 1 - 28.0% UHC Choice Plus Plan 2 - 23.2% UHC Choice Plus Plan 5 (HDHP) - 18.3%
Employee Plus Family Maximum Deductible In Network	UHC Choice Plus Plan 1 - $500 UHC Choice Plus Plan 2 - $500 UHC Choice Plus Plan 5 (HDHP) - $2800
Employee Plus Family Maximum Deductible Out of Network	UHC Choice Plus Plan 1 - $1000 UHC Choice Plus Plan 2 - $1000 UHC Choice Plus Plan 5 (HDHP) - $5000

In addition to questions regarding health care coverages, Evergreen asked peers to provide information on dental, vision, short-term disability, long-term disability, and life coverages.

Exhibit 5E shows that 20.0 percent of peers offer an employer paid dental insurance for employees, while 100.0 percent offer one or more employees paid dental plan options. The average cost to peers for employee only dental coverage is $14.21 while the average employer cost for employee plus dependent coverage is $24.90. This data should not be used as a foundation to make decisions. The employee's premiums for optional employee paid plans averaged $24.27 for employee only coverage while the average employe cost for employee plus dependent coverage is $64.28. Cooper City does offer an employer and employee paid dental plan; the employer paid dental premiums for both employee and employee plus dependent coverage are 30.08, the employee paid dental premiums for employee only coverage is $0 while the employee plus dependent coverage is $63.07.

EXHIBIT 5E
DENTAL COVERAGE

Dental Offerings		Peer Percentage Offered	Average Number of Plans Offered	Average maximum monthly amount that the employee pays for employee only coverage	Average maximum monthly amount that the employee pays for employee plus dependent coverage	Average maximum monthly amount the employer pays for employee only coverage	Average maximum monthly amount the employer pays for employee plus dependent coverage
Dental Insurance	Employer Paid	20.0%	1.0	-	-	$14.21	$24.90
	City of Cooper City, FL	Yes	1.0	-	-	$30.08	$30.08
	Employee Paid	100.0%	2.0	$25.27	$64.28	-	-
	City of Cooper City, FL	Yes	1.0	$0.00	$63.07	-	-

Exhibit 5F shows that 20.0 percent of peers offer an employer paid vision insurance for employees, while 90.0 percent offer one or more employees paid vision plan options. The average cost to peers for employee only vision coverage is $1.60 while the average employer cost for employee plus dependent is $4.85. The employee's premiums for optional employee paid plans averaged $5.24 for employee only coverage while the average employee cost for employee plus dependent coverage is $12.30. Cooper City offers employer and employee paid vision insurance. The employee's premiums for employer paid plans are $6.96, while the optional employee paid plans are $0 for employee only coverage while the average employee cost for employee plus dependent coverage is $10.79.

EXHIBIT 5F
VISION COVERAGE

Vision Offerings		Peer Percentage Offered	Average Number of Plans Offered	Average maximum monthly amount that the employee pays for employee only coverage	Average maximum monthly amount that the employee pays for employee plus dependent coverage	Average maximum monthly amount the employer pays for employee only coverage	Average maximum monthly amount the employer pays for employee plus dependent coverage
Vision Plan	Employer Paid	20.0%	1	-	-	$1.60	$4.85
	City of Cooper City, FL	Yes	1.0	-	-	$6.96	$6.96
	Employee Paid	90.0%	1.4	$5.24	$12.30	-	-
	City of Cooper City, FL	Yes	1.0	$0.00	$10.79	-	-

For short-term disability coverage, 33.3 percent of responding peers offer an employer paid plan and 44.4 percent offer an employee paid plan as displayed in **Exhibit 5G**. On average, peers pay an average of 63.9 percent of salary at the time of a disability for the employer paid coverage. Cooper City does offer employer paid short-term disability coverage but does not offer employee paid short-term disability coverage. Cooper City pays $400 per week at the time of disability.

Unlike short-term disability coverage, 88.9 percent of responding peers offer an employer paid long-term disability plan and 11.1 percent offer an employee paid plan as displayed in **Exhibit 5G**. On average, employer paid plans pay 62.0 percent of salary at the time of a disability and employee paid plans paid an average of 60 percent of salary. Cooper City provides an employer and employee paid long-term disability plan; both plans pay 60.0 percent of salary at the time of a disability.

EXHIBIT 5G
SHORT AND LONG-TERM DISABILITY COVERAGE

Disability Insurance		Peer Percentage Offered	Average Number of Plans Offered	Percentage of salary the employee receives
Short-Term Disability	Employer Paid	33.3%	2.0	63.9%
	City of Cooper City, FL	Yes	1.0	$400/WEEK
Long-Term Disability	Employer Paid	88.9%	100.0%	62.0%
	City of Cooper City, FL	Yes	1.0	60.0%
	Employee Paid	11.1%	1.0	60.0%
	City of Cooper City, FL	Yes	1.0	60.0%

Exhibit 5H summarizes the life insurance offerings of responding peers and Cooper City. Overall, 100.0 percent of the responding peers offer life insurance and 100.0 percent indicated that they offer optional dependent coverage. Cooper City offers employer-paid life insurance and optional dependent coverage.

Of the responding peers, all indicated providing accidental death insurance, and all provide the option to purchase additional life insurance if desired. Cooper City does offer accidental death insurance and offers the option to purchase additional life insurance if desired.

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EXHIBIT 5H
LIFE INSURANCE

Life Insurance	Peer Percentage Yes	Peer Average	City of Cooper City, FL
Is employer-paid life insurance offered?	100.0%	-	Yes
Cost (monthly) to employer for individual coverage	-	$1,765.00	$11.00
Dollar amount of death benefit	-	$45,000.00	$50,000.00
Is Optional dependent coverage offered?	100.0%	-	Yes
Can the employee purchase (additional) life insurance if desired?	100.0%	-	Yes
Is accidental death insurance provided?	100.0%	-	Yes

5.3 EAP, TUITION REIMBURSEMENT, 529 PLANS, & FINANCIAL PLANNING

Exhibit 5H displays questions regarding Employee Assistance Programs. As shown, 100 percent of participating peers offer EAP. For all the respondents, benefits are available to family members in addition to the employee. On average, peers provide 6.8 EAP visits per year. Cooper City offers EAP with 14 annual visits and allows the benefits to be available to family members in addition to the employee.

EXHIBIT 5H
EMPLOYEE ASSISTANCE PROGRAMS

EAP	Peer Percentage Yes	Peer Average	City of Cooper City, FL
Is an EAP offered?	100.0%	-	Yes
Are benefits available to family members as well as the employee?	100.0%		Yes if insured
Provided	-	6.8	14

Exhibit 5I displays questions regarding Tuition Reimbursement. As shown, 100.0 percent of the responding peers indicated that they have provisions to provide some type of tuition reimbursement for employees. On average, peers' tuition reimbursement limit was $3,400. Cooper City offers tuition reimbursement that is grade based.

EXHIBIT 5I
TUITION REIMBURSEMENT

Tuition Reimbursement	Peer Percentage Yes	Peer Average	City of Cooper City, FL
Is Tuition Reimbursement offered?	100.0%	-	Yes
Tuition Reimbursement Limit	-	$3,400.00	Grade Based

5.4 RETIREMENT

Exhibit 5J displays that the average number of plans offered by peers is 2.0 while Cooper City has four plans. Most respondents indicated that the plans are state plans.

EXHIBIT 5J
NUMBER OF RETIREMENT PLANS

Number of Plans	Peer Average	City of Cooper City, FL
Number of retirement plans offered	2.0	4

Exhibit 5K provides questions regarding retirement details. On average, participating peers offer 6.8 years to fully vest. COLA is offered to retiree pensions for 100 percent of participating peers. This COLA varies for all participating peers. As shown, 0 percent of participating peers' retirement plan offers a disability provision. For participating peers, the average organization contribution to this retirement is 20.8 percent while the employee contributes, on average, 6.6 percent of their salary.

Similar to the market peers, Cooper City offers a state retirement plan to employees with additional offerings as well. Cooper City does not offer COLA to retiree pensions but does offer disability provisions. The city contributes 28.04 percent of its salary to retirement options, while the employee will contribute either 10 or three percent depending on the retirement option. There is an additional contribution toward retirement for employees designated as Directors totaling for the City. Cooper City contributes the following match to employees participating in the Florida Retirement System (FRS):

- FRS Regular class 13.57%
- FRS Senior Management Class 34.52%

EXHIBIT 5K
RETIREMENT DETAILS

Retirement Details	Peer Average	City of Cooper City, FL
Years to Fully Vest	6.8	8
COLA Offered to Retiree Pensions	0.0%	-
Does the organization's retirement plan offer a disability provision?	50.0%	Yes
What percent of salary does the organization contribute to this retirement option?	20.8%	28.04 in General Employee
What percent of salary does the employee contribute to this retirement option?	6.6%	10% in General Employee 3% in FRS

Exhibit 5L shows that 45.5 percent offer additional retirement options. Of the respondents, 60.0 percent provide their employees with a D.R.O.P. retirement option. As can be seen, 81.8 percent of peer respondents offer a 401k, 401a, 403(b), 457, or similar plan. Cooper City does offer a D.R.O.P. retirement option and 401a and 457 options.

EXHIBIT 5L
RETIREMENT OPTIONS

Retirement Participation	Peer Percentage Yes	City of Cooper City, FL
Does the organization participate in a State Retirement System?	45.5%	Yes
Is a retirement option other than a state plan offered?	90.9%	Yes
Is D.R.O.P. offered?	60.0%	Yes
Is a 401k, 401a, 403(b), or 457 offered?	81.8%	401a & 457
Is a type of plan other than a 401k, 401a, 403(b) or 457 offered?	0.0%	No
Does the employer contribute to any of these non-state retirement options?	80.0%	No

Exhibit 5M shows that 80.0 percent of participating peers offer health insurance to retired employees. Additionally, 80.0 percent of respondents offer dental insurance to retired employees and 80.0 percent offer life insurance to retired employees. Cooper City offers health and dental insurance to retired employees.

EXHIBIT 5M
INSURANCE FOR RETIREES

Insurance for Retirees	Peer Average	City of Cooper City, FL
Does your organization offer health insurance to retired employees?	80.0%	Yes
Does your organization offer dental insurance to retired employees?	80.0%	Yes
Does your organization offer life insurance to retired employees?	80.0%	No

5.5 EMPLOYEE LEAVE, HOLIDAYS, AND COMPENSATORY TIME

Exhibit 5N provides the average minimum and maximum accrual rates—the average years of service required to achieve the maximum accrual rate for Personal Leave, Sick Leave, Annual/Vacation Leave, and Paid Time off (PTO) leave for respondents.

EXHIBIT 5N
LEAVE TIME ACCRUAL

Leave Accrual	Organization	Offered?	Minimum Accrual Rate (Monthly)	How many years of service does it require to begin to accrue the minimum rate?	Maximum Accrual Rate (Monthly)	Years to Achieve Maximum Accrual Rate	Maximum Allowed to Roll Over to Following Year
Sick Leave	Peer Percentage Yes/Average	100.0%	8.0	0.0	8.0	0.0	672.0
	City of Cooper City, FL	Yes	8 hours	0	8 hours	1.0	720.0
Annual/Vacation Leave	Peer Percentage Yes/Average	90.9%	6.1	0.1	12.0	11.7	316
	City of Cooper City, FL	Yes	6.67 hours	0	13.3	10.0	240.0
Personal Leave	Peer Percentage Yes/Average	55.6%	1.9	0.0	2.3	0.3	16
	City of Cooper City, FL	Yes	16 hours/year	6 months	16 hours/year	1 year	16
Paid-Time Off	Peer Percentage Yes/Average	12.5%	7.3	0.0	7.8	0.0	26
	City of Cooper City, FL	No	-	-	-	-	-

Cooper City does pay out sick leave upon voluntary but not involuntary separation and does pay out vacation leave upon voluntary but not involuntary separation (if the employee is in good standing) with no maximum.

EXHIBIT 50
SICK AND VACATION LEAVE PAYOUT

Sick Leave Policies	Peer Percentage Yes	Peer Average	City of Cooper City, FL
Is unused sick leave paid out upon voluntary separation?	100.0%	-	Yes
Max hours of sick leave paid out upon voluntary separation	-	732.0	5-10 years= 25% 10-15 years = 50% 15+ = 75%
Is unused sick leave paid out upon involuntary separation?	40.0%	-	No
Max hours of sick leave paid out upon involuntary separation	-	-	-
Can unused sick leave count towards retirement?	20.0%	-	No
Max hours of sick leave that can count towards retirement	-	-	-
Vacation Leave Policies	**Peer Percentage Yes**	**Peer Average**	**City of Cooper City, FL**
Is unused annual/vacation leave paid out upon voluntary separation?	100.0%	-	Yes
Max hours of annual/vacation leave paid out upon voluntary separation	-	470.0	240 hours
Is unused annual/vacation leave paid out upon involuntary separation?	60.0%	-	No
Max hours of annual/vacation leave paid out upon involuntary separation	-	470.0	-

The percentage of peers that offer various holidays are shown in **Exhibit 5P.** On average, peers offer 12.4 holidays to employees, compared to as many as 16 offered by Cooper City. Cooper City offers 12 paid holidays each year and the Commission has sometimes voted to approve 2 additional holidays. The City also provides employees with 2 personal days each year. Implementing a policy to maintain and increase holidays is a great way to improve employee work life balance with minimal impact to citizens and City service levels. When compared to the market, the City's paid holiday policy is better than peers and is an opportunity to create a competitive advantage for recruitment and retention.

RECOMMENDATION:

Implement a policy to make New Years Eve, Christmas Eve, Good Friday and Juneteenth paid holidays for City employees. Coordinating holidays with the local school district is another recommended benefit for the City to consider. When schools are closed, employees with children in school are required to coordinate and pay for childcare if they are scheduled to work on those days. The City could align its paid holidays with the school district to help reduce those costs and further improve employee engagement and satisfaction, providing a competitive advantage for the City in the market.

EXHIBIT 5P
HOLIDAYS

Paid Holiday observed by peer organizations	Peer Percentage Yes	City of Cooper City, FL
New Year's Day	100.0%	Yes
New Year's Eve	50.0%	**Sometimes**
Martin Luther King, Jr. Day	100.0%	Yes
Lincoln's Birthday	0.0%	No
Washington's Birthday	90.0%	Yes
Presidents Day	0.0%	Yes
Good Friday	0.0%	**No**
Memorial Day	100.0%	Yes
Juneteenth	40.0%	**No**
Independence Day	100.0%	Yes
Labor Day	100.0%	Yes
Veteran's Day	100.0%	Yes
Thanksgiving Day	100.0%	Yes
Day after Thanksgiving	100.0%	Yes
Christmas Eve	60.0%	**Sometimes**
Christmas Day	100.0%	Yes
Personal Holiday	20.0%	**No**
Employee Birthday	30.0%	No
Columbus Day	30.0%	Yes
Other - Personal Days (2)	0.0%	Yes

Exhibit 5Q shows that 83.3 percent of participating peers offer longevity pay; 60.0 percent offer merit raises; none offer merit bonuses; and 50.0 percent offer some other incentive pay program. Cooper City offers longevity pay and other incentive pay programs but does not offer merit raises and merit.

EXHIBIT 5Q
INCENTIVE PAY PROGRAMS

Types of longevity pay, bonuses, allowances, or incentive pay programs.	Peer Percentage Yes	City of Cooper City, FL
Does your organization offer: Longevity Pay?	83.3%	Yes
Does your organization offer: Merit Raises?	60.0%	Yes
Does your organization offer: Merit Bonuses?	0.0%	No
Does your organization offer: other programs?	50.0%	No

5.6 SUMMARY

Overall, Cooper City was found to be very competitive with the market with respect to the benefits portion of total compensation. The health plan offerings in the City are highly competitive with the market with high percentages of employer contributions at all levels that help alleviate the cost to the employee. With employees' continued interest in work life balance, the City may choose to increase the number of holidays offered and/or align with the school district to help provide employees with additional time away from the workplace. Another consideration would be to expand remote and flexible work schedules, were possible, to further enhance employee satisfaction and retention. The recent increase in Director level retirement contributions also helps to enhance the overall benefits offerings and total compensation for those employees in positions of leadership. These results of this benefits survey demonstrate that Cooper City is positioned well compared to the market as it relates to benefits and Evergreen recognizes no significant deficiencies in total benefits that would place the City at a competitive disadvantage.

Benefits as a percentage of total compensation were 31.81%. When subtracting the Federally mandated FICA and WC benefits $772,183 from the total FY23 Budgeted Benefits $5,033,332, the total benefits costs equal $4,261,149. Dividing this by FY23 Budgeted Wages of $9,136,527 leaves a Benefits as a percentage of total compensation of 31.81%. (*these calculations provided by City Finance Department.) Benefits as a percentage of total compensation are slightly behind the local and state government average of 38% as reported by the Department of Labor in June of 2023.

When taken as a whole, the City's total benefits package appeared to be ahead of the market and, if combined with competitive wages, should support the City reestablishing itself as a competitive public sector employer in the region.

Chapter 6 - Recommendations

After reviewing the information provided in the preceding sections of this report, Evergreen developed recommendations to improve the City's current compensation and classification system. The recommendations, as well as the findings that led to each recommendation, are discussed in detail in this section. The recommendations are organized into three sections: classification, compensation, and administration of the system.

6.1 CLASSIFICATION RECOMMENDATIONS

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications, or positions, which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in the classifications in order to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles, outdated job descriptions, and inconsistent titles across departments. Recommendations are then made to remedy the identified concerns based on human resources best practices.

In the analysis of the City's classification system, Evergreen Solutions collected classification data through the Job Assessment Tool (JAT) process. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the City's classifications. Evergreen reviewed the data provided in the JATs and used the information as the basis for classification recommendations. Employee participation in the JAT process far exceeded the national average with more than 82.43% of all employees completing a survey and 91% of all job classifications represented. This robust employee response helped provide a solid foundation for the classification recommendations. The high participation was also directly related to the efforts of the City project leadership team who was engaged throughout the process.

EXHIBIT 6A
EMPLOYEE JOB ASSESSMENT TOOL PARTICIPATION

Employee Summary		Supervisor Summary	
% Complete	% Incomplete	% Complete	% Incomplete
82.43%	17.57%	72.95%	27.05%

EXHIBIT 6B
JOB CLASSIFICATIONS PARTICIPATION SUMMARY

Classification Summary	
% Complete	% Incomplete
91.03%	8.97%

FINDING

The classification system being utilized by the City was generally accurate and the titles described the work being performed by employees. However, there were multiple classifications observed in the study process and in collaboration with staff where Evergreen is recommending updated titles.

Additionally, several of the City's classifications require some modification to better describe the work being performed to ensure the work is consistent with essential job functions.

RECOMMENDATION 1: Update existing class description to reflect the new classification system and review all updated descriptions for FLSA status.

In conjunction with the City making the proposed title changes, Evergreen will provide the City with updated classification descriptions to ensure they accurately reflect the work being carried out by employees. These are being provided under separate cover. Upon completion and approval of the proposed class descriptions, Evergreen will further recommend an updated FLSA status for the roles based on the new, updated content contained within the description. Overall, there were 34 classifications recommended for a title change or update as a result of the study. These recommendations are provided in **Exhibit 6C.**

EXHIBIT 6C
RECOMMENDED CLASSIFICATION CHANGES

Department	Current Classification	Recommended Title	Comments
COMMUNITY DEVELOPMENT	Assistant Building Official/Chief Plumbing	Assistant Building Official	
COMMUNITY DEVELOPMENT	Mechanical Inspector	CHIEF MECHANICAL INSPECTOR	
COMMUNITY DEVELOPMENT	Plumbing Inspector	CHIEF PLUMPING INSPECTOR	
FINANCE	IT TECH	SENIOR IT TECHNICIAN	
FINANCE	BUDGET ANALYST	SENIOR BUDGET ANALYST	
FINANCE	UTILITY BILLING/ACCOUNTING SUPERVISOR	Accounting Supervisor	
HUMAN RESOURCES	Human Resources Programs Administrator	Human Resources Generalist	Reclassification per Director request
Parks & Recreation	Senior Administrative Specialist	Administrative Coordinator	
Parks & Recreation	Parks and Recreation Supervisor	Parks and Recreation Manager	
Parks & Recreation	Facility and Recreation Assistant	General Services Worker	
Parks & Recreation	PARK RANGER	Senior Park Ranger	Reclassification per Director request
Parks & Recreation	Recreation Leader	Recreation Specialist	
Parks & Recreation	Swim Coach/Office Assistant	Swim Coach	
Parks & Recreation	Parks and Recreation Coordinator	Parks and Recreation Manager	
Parks & Recreation	Facility Attendant	Parks and Recreation Attendant	
Parks & Recreation	Park Attendant	Parks and Recreation Attendant	
Parks & Recreation	Adult Program Specialist	Parks and Recreation coordinator	Reclassification per Director request
Parks & Recreation	Aquatics Specialist	Parks and Recreation coordinator	Reclassification per Director request
Parks & Recreation	RECREATION ATTENDANT	Parks and Recreation Attendant	
PUBLIC WORKS	Maintenance Technician I	Building and Grounds Technician I	
PUBLIC WORKS	Maintenance Technician III	Building and Grounds Technician III	
PUBLIC WORKS		Facilities Maintenance Supervisor	
PUBLIC WORKS	Maintenance Technician II	Building and Grounds Technician II	
PUBLIC WORKS	Fleet Mechanic	Fleet Technician	
PUBLIC WORKS	Tradesworker II	HVAC Technician	
PUBLIC WORKS		Tradesworker III	Will require HVAC Certification
PUBLIC WORKS		Assistant Public Works Director	New classificaiton recommended by Director.
UTILITIES	COORDINATOR	UTITLITIES COORDINATOR	
UTILITIES	Mechaninc Trainee	UTILITIES MECHANIC TRAINEE	
UTILITIES	Tradesworker I - UTIL	UTILITIES MECHANIC I	
UTILITIES	Utilities Foreman	UTILITIES SUPERVISOR	
UTILITIES	Utilities Electrician	ELECTRICIAN SUPERVISOR	Reclassification per Director request
UTILITIES	Field Operations Supervisor - UTIL	Field Operations Superintendent - UTIL	Reclassification per Director request
UTILITIES	Engineering Inspector	Engineering Inspector/PLANS EXAMINER	
UTILITIES		ELECTRICIAN ASSISTANT	New classificaiton recommended by Director.

6.2 COMPENSATION RECOMMENDATIONS

The compensation analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the City's compensation for selected benchmark classifications was compared to average compensation offered by peers in the City of Cooper City labor market. The external assessment consisted of comparing the City against its peer organizations within its market and revealed the City is currently lagging the market.

During the internal equity assessment, consideration of the relationships between and the type of work being performed by the City's employees in their classifications was reviewed and analyzed. Specifically, a composite score was assigned to each of the City's classifications

that quantified the classification's level of five separate compensatory factors. The level for each factor was determined based on responses to the JAT.

FINDING

The City currently maintains a pay plan with pay ranges lagging the market and Evergreen found there were very narrow pay ranges with widely varied progression between grades leading to inconsistencies in how employees moved within the overall pay plan.

RECOMMENDATION 2: Adopt a new, market responsive, open range, compensation structure and assign all positions to it equitably.

Evergreen has provided an updated and modernized pay plan for the City's consideration. The new structure consists of 31 pay grades in an Open Range Plan with consistent market competitive pay ranges and standardized progression between pay grades of 5%. Evergreen is recommending pay ranges with a range spread of 55 percent between the minimum and the maximum of the range. The details of the proposed plans are located in **Exhibits 6D.**

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EXHIBIT 6D
PROPOSED PAY PLAN ANNUAL

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	$ 29,120.00	$ 37,128.00	$ 45,136.00	55.0%	-
102	$ 30,576.00	$ 38,984.40	$ 47,392.80	55.0%	5.0%
103	$ 32,104.80	$ 40,933.62	$ 49,762.44	55.0%	5.0%
104	$ 33,710.04	$ 42,980.30	$ 52,250.56	55.0%	5.0%
105	$ 35,395.54	$ 45,129.32	$ 54,863.09	55.0%	5.0%
106	$ 37,165.32	$ 47,385.78	$ 57,606.24	55.0%	5.0%
107	$ 39,023.59	$ 49,755.07	$ 60,486.56	55.0%	5.0%
108	$ 40,974.76	$ 52,242.82	$ 63,510.88	55.0%	5.0%
109	$ 43,023.50	$ 54,854.97	$ 66,686.43	55.0%	5.0%
110	$ 45,174.68	$ 57,597.71	$ 70,020.75	55.0%	5.0%
111	$ 47,433.41	$ 60,477.60	$ 73,521.79	55.0%	5.0%
112	$ 49,805.08	$ 63,501.48	$ 77,197.88	55.0%	5.0%
113	$ 52,295.34	$ 66,676.55	$ 81,057.77	55.0%	5.0%
114	$ 54,910.10	$ 70,010.38	$ 85,110.66	55.0%	5.0%
115	$ 57,655.61	$ 73,510.90	$ 89,366.19	55.0%	5.0%
116	$ 60,538.39	$ 77,186.45	$ 93,834.50	55.0%	5.0%
117	$ 63,565.31	$ 81,045.77	$ 98,526.23	55.0%	5.0%
118	$ 66,743.57	$ 85,098.06	$ 103,452.54	55.0%	5.0%
119	$ 70,080.75	$ 89,352.96	$ 108,625.17	55.0%	5.0%
120	$ 73,584.79	$ 93,820.61	$ 114,056.42	55.0%	5.0%
121	$ 77,264.03	$ 98,511.64	$ 119,759.25	55.0%	5.0%
122	$ 81,127.23	$ 103,437.22	$ 125,747.21	55.0%	5.0%
123	$ 85,183.59	$ 108,609.08	$ 132,034.57	55.0%	5.0%
124	$ 89,442.77	$ 114,039.53	$ 138,636.30	55.0%	5.0%
125	$ 93,914.91	$ 119,741.51	$ 145,568.11	55.0%	5.0%
126	$ 98,610.66	$ 125,728.59	$ 152,846.52	55.0%	5.0%
127	$ 103,541.19	$ 132,015.02	$ 160,488.84	55.0%	5.0%
128	$ 108,718.25	$ 138,615.77	$ 168,513.28	55.0%	5.0%
129	$ 114,154.16	$ 145,546.55	$ 176,938.95	55.0%	5.0%
130	$ 119,861.87	$ 152,823.88	$ 185,785.90	55.0%	5.0%
131	$ 125,854.96	$ 160,465.08	$ 195,075.19	55.0%	5.0%
UNG	-	-	-	-	-

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EXHIBIT 6E
PROPOSED PAY PLAN HOURLY

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	$ 14.00	$ 17.85	$ 21.70	55.0%	-
102	$ 14.70	$ 18.74	$ 22.79	55.0%	5.0%
103	$ 15.44	$ 19.68	$ 23.92	55.0%	5.0%
104	$ 16.21	$ 20.66	$ 25.12	55.0%	5.0%
105	$ 17.02	$ 21.70	$ 26.38	55.0%	5.0%
106	$ 17.87	$ 22.78	$ 27.70	55.0%	5.0%
107	$ 18.76	$ 23.92	$ 29.08	55.0%	5.0%
108	$ 19.70	$ 25.12	$ 30.53	55.0%	5.0%
109	$ 20.68	$ 26.37	$ 32.06	55.0%	5.0%
110	$ 21.72	$ 27.69	$ 33.66	55.0%	5.0%
111	$ 22.80	$ 29.08	$ 35.35	55.0%	5.0%
112	$ 23.94	$ 30.53	$ 37.11	55.0%	5.0%
113	$ 25.14	$ 32.06	$ 38.97	55.0%	5.0%
114	$ 26.40	$ 33.66	$ 40.92	55.0%	5.0%
115	$ 27.72	$ 35.34	$ 42.96	55.0%	5.0%
116	$ 29.10	$ 37.11	$ 45.11	55.0%	5.0%
117	$ 30.56	$ 38.96	$ 47.37	55.0%	5.0%
118	$ 32.09	$ 40.91	$ 49.74	55.0%	5.0%
119	$ 33.69	$ 42.96	$ 52.22	55.0%	5.0%
120	$ 35.38	$ 45.11	$ 54.83	55.0%	5.0%
121	$ 37.15	$ 47.36	$ 57.58	55.0%	5.0%
122	$ 39.00	$ 49.73	$ 60.46	55.0%	5.0%
123	$ 40.95	$ 52.22	$ 63.48	55.0%	5.0%
124	$ 43.00	$ 54.83	$ 66.65	55.0%	5.0%
125	$ 45.15	$ 57.57	$ 69.98	55.0%	5.0%
126	$ 47.41	$ 60.45	$ 73.48	55.0%	5.0%
127	$ 49.78	$ 63.47	$ 77.16	55.0%	5.0%
128	$ 52.27	$ 66.64	$ 81.02	55.0%	5.0%
129	$ 54.88	$ 69.97	$ 85.07	55.0%	5.0%
130	$ 57.63	$ 73.47	$ 89.32	55.0%	5.0%
131	$ 60.51	$ 77.15	$ 93.79	55.0%	5.0%
UNG	-	-	-	-	-

Implementation of the new compensation structure requires two steps. First, all positions were assigned to an appropriate pay grade within the overall plan. To determine what pay grade each position was assigned, Evergreen used the following factors: the results of the JAT analysis, the results of the market study, recommendations from the City project leadership team as well as consideration for both existing and newly created internal relationships between classifications. Assigning pay grades to classifications requires a

balance of internal equity and desired market position, and recruitment and retention concerns also played a role in the process. Thus, the market results discussed in **Chapter 4** were a primary factor but not the sole criteria for the proposed pay ranges.

RECOMMENDATION 3: Evergreen recommends the City adopt a methodology to transition employee salaries into the proposed pay plan that aligns with its established compensation philosophy and meets the available financial resources of the organization.

The second step in implementing the proposed structure is to transition employee salaries into their new recommended pay ranges. This step can be taken via a variety of methods, each with their own strengths and drawbacks. The implementation options and associated costs are for base salary adjusted for cost of living and include a 2% increase to salaries and $10,000 cap for any single employee adjustment. These costs are shown in **Exhibit 6F.**

EXHIBIT 6F
IMPLEMENTATION OPTIONS AND COST SUMMARY

Implementation Option	Total Salary-Only Cost	Number of Employees Adjusted	Average Adjustment for Impacted Employees	% of Payroll
Bring to Min	$ 200,317.14	140	$ 1,430.84	2.6%
Tenure Parity	$ 393,616.56	140	$ 2,811.55	5.1%
Compa Ratio	$ 1,021,581.18	140	$ 7,297.01	13.2%

Bring to Minimum

This methodology places employees into the new pay ranges at the minimum of the proposed pay range. If an employee current annual salary exceeds the new minimum, no adjustment is given; and, as such, no employee salary are reduced as a result of this implementation option. The benefit of this option is that employees are moved into new, market competitive pay ranges. The negative is this option does not correct any instances wage compression which are prevelant throughot the City. The cost to implement this option is **$208,051.92** and impacts **147** employees.

30-Year Tenure Parity

This option consists of placing employees into their proposed pay ranges based on their "Tenure years." The parity effectively divides the pay range by 30, and places employees within their range based on their overall organizational tenure. For example, an employee who has been with the City for fifteen years would be placed at the midpoint of the range. If an employee's current salary is higher than their tenure parity projected salary, no adjustment is made, and as such no salaries are decreased as part of this adjustment. This methodology seeks to re-align employee salaries on the basis of years of overall tenure and can space out compressed employee salaries along the range based on this factor. The estimated cost for

this adjustment is **$403,184.99,** affecting a total of **140** employees. The costs of this one-time adjustment would be realized throughout the fiscal year.

Compa Ratio

This methodology preserves an employee's position relative to the midpoint of the pay range in the existing pay plan. For example, if an employee is currently 5% behind the midpoint in their pay range, compa-ratio would keep the employee 5% behind the midpoint when placing them into the new pay range. If an employee is ahead of the midpoint by 5%, compa ratio would keep them 5% ahead of midpoint. This option does not solve wage compression but does preserve performance gains. This implementation option cost would be **$1,082,718.31** and impacts **140** employees.

6.3 COMPENSATION AND CLASSIFICATION SYSTEM ADMINISTRATION

Any organization's compensation and classification system will need periodic maintenance. The recommendations provided in this chapter were developed based on conditions at the time the study was conducted. Without proper upkeep of the system, the potential for recruitment and retention issues may increase as the compensation and classification system becomes dated and less competitive.

RECOMMENDATION 4: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues and make adjustments to pay grade assignments if necessary.

While it is unlikely that the City pay plan as a whole will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If one or more classifications are exhibiting high turnover or are having difficulty with recruitment, the City should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s).

RECOMMENDATION 5: Conduct a comprehensive classification and compensation study every three to five years.

While small-scale salary surveys can improve the market position of specific classifications, it is recommended that a full classification and compensation study be conducted every three to five years to preserve both internal and external equity for the City. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the City in a poor position for recruiting and retaining quality employees.

While the previous two recommendations intend to maintain the competitiveness over time of the classification and compensation structure as a whole, it is also necessary to establish procedures for determining equitable pay practices for individual employees.

RECOMMENDATION 6: Revise policies and practices for moving employees' salaries through the pay plan, including procedures for determining salaries of newly hired employees and employees who have been promoted, demoted, or transferred to a different classification.

Evaluation and updating of current compensation policies is necessary as some existing policies were implemented when the City employed a step plan instead of an open range pay plan. The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, demotions, and transfers depends largely on an organization's compensation philosophy. However, it is important for the City to have established guidelines for each of these situations, and that they are followed consistently for all employees. Common practices for progressing and establishing employee salaries are outlined below. The current policies may differ from the proposed policies outlined in this section so consideration should be given to modernizing existing policies to meet the demands of a growing City. Employment Policy should strive to find a balance between accountability and flexibility. The Commission should use their role to create policies that give staff the flexibility to achieve desired outcomes while simultaneously fostering a culture of accountability and operational excellence. City leadership should take action to achieve Commission approved goals and policies and be given the autonomy to recognize and reward higher performers and remove poor performers from the organization.

Salary Progression

As outlined above, Evergreen recommends City enact the second phase of implementing the new pay plan which would involve a one-time salary adjustment for employees to ensure they are placed in the proper percentile of their salary range. Evergreen is recommending Tenure Parity as the preferred implementation option to bring employees into their new, market competitive pay ranges while also solving instances of wage compression. While this major adjustment should be performed when the City has the financial resources to do so, the City should continue to adjust salaries annually when financially feasible. Based on the feedback from employees and City leadership, Evergreen recommends that the basis of salary adjustment in the future be done at three distinct levels.

- Structural: Adjustment to the ranges should be done annually and with the aim of adjusting for the changes in cost of living. Evergreen recommends the City tie the annual compensation structure movement to the local change in the Consumer-Price-Index (CPI). This annual adjustment will ensure the City's pay ranges do not rapidly fall out of line with that of its peers; however, when conducting the small-scale surveys referenced above, the City should also collect pay plan movement and anticipated movement from its peers to gauge if market movement is keeping pace with CPI movement.

- Classification: As a result of the market surveys, the City may identify classifications or job families that are experiencing considerable market movement and as a result, reassignment of the pay grades should be considered when this occurs. Alternatively, if the City identifies classifications that have become hard to recruit and retain, pay grade reassignment should also be considered to ensure the City is competitive for both recruiting new talent and retaining existing employees.

- Individual: To tie into the adjustment of the structure, Evergreen recommends the City adjust employee salaries annually for Cost-of-living adjustment (COLA). This adjustment would be done for all employees who receive a satisfactory performance evaluation, and the percentage adjustment would need to be at least 1.0 – 2.0 percent more than the movement of the compensation structure in any given years, in order to allow for employee progression into the range. Moreover, based on the feedback from employees and the City's desire to recruit and retain a high-quality workforce, Evergreen recommends the City grant additional adjustment to employees who receive above average performance evaluations. The City should exercise a differentiated percentage for high performers that met the financial constraints of the budget while still providing a meaningful incentive for high performance. This would continue to draw upon the current annual merit performance-based rating system. Continued training of City leadership responsible for performing these annual reviews is critical to ensure consistency and linkage to Commission approved operational and service outcomes. Bottom line, a performance based annual review and adjustment is only effective is aligned with Commission approved operational and service goals. This linkage allows the Commission to focus on policy and employees to focus on day-to-day operations.

New Hires

A new employee's starting salary largely depends on the amount of education and experience the employee possesses beyond the minimum requirements for the job. Typically, an employee holding only the minimum education and experience requirements for a classification is hired at or near the classification's pay grade minimum. An upper limit to the percentage above the minimum that can be offered to a new employee with only the minimum requirements should be established, where approval is needed to offer a starting salary that is a higher percentage above minimum. Another threshold should be established as the maximum starting salary possible without approval for new employees with considerable experience and/or education above the requirements for the position. It is common for the midpoint to be used as the maximum starting salary for most classifications. Once the City has performed the initial implementation adjustment for current employee salaries, new employee starting salaries should take into consideration internal equity, meaning that new hires should be offered comparable salaries to existing employees in the classification with similar levels of education and experience. Another important consideration for a City of Cooper City's size is the City policy of how outside experience will be valued when recruiting new employees. Evergreen recommends the City modernize the policy pertaining to experience gained outside of Cooper City by assigning a percentage value to the verified outside experience a potential new hire brings with them to the City. By valuing outside experience based on an established policy, it would allow the City to expand the pool of applicants when recruiting to fill open positions.

RECOMMENDATION 7: Evergreen recommends the City update its policy regarding promotions/demotions and transfers to align with its new compensation structure.

Evergreen recommends the City implement a minimum increase equal to the midpoint progression between the employee's current grade, and the employee's new grade. However, the employee's salary should always be increased to at least the minimum of the new salary

range. In the case of demotions, Evergreen recommends a minimum salary decrease equal to the midpoint progression between the employee's current grade, and the employee's new grade, except in cases where this percent decrease would reduce the employee's salary below the new range minimum. If the employee's salary exceeds the new range maximum after the pay decrease, the employee should be capped from receiving any salary adjustments until the pay moves upward to allow for increases.

Promotions/Demotions

When an employee is promoted to a new classification, it is important to have guidelines for calculating the employee's new salary that rewards the employee for their new responsibilities, moves the salary into the new pay grade, and ensures internal equity in the new classification. It is common for organizations to establish a minimum percentage salary increase that depends on the increase in pay grade as a result of the promotion. Regardless of the minimum percent increase, the employee's new salary should be within the new pay grade's range, and internal equity of salaries within the classification should be preserved.

Transfers

An employee transfer occurs when an employee is reassigned to a classification at the same pay grade as their current classification or when an employee's classification stays the same, but their department changes. In either of these cases, it is likely that no adjustment is necessary to the employee's salary. The only situation in which a salary adjustment would be needed for a transferred employee would be if their current salary is not aligned with the salaries of employees in the new classification or department. If that occurs, it may be necessary to adjust the salary of the employee or the incumbents of the classification to ensure salary equity within the new classification.

RECOMMENDATION 8: Evergreen recommends the City implement a critical classification program and compensate those classifications that qualify 10 percent above their current base rate of compensation.

Critical Classifications

The City's leadership team should assess all classifications each year to determine those that should be categorized as "critical" based on market data collected for that year and turnover. In the first year, it is recommended that the critical class supplement be up to 20 percent for those classifications with more than 30 percent turnover and/or a market rate percent difference of 20 percent or more (after accounting for the new salary range assignments). Furthermore, if adopted by the City, a critical class supplement could be increased to a larger percent of base pay. For example, if the City in the future experiences considerable competitive pressure in hiring candidates for a specific classification. Some of the pressure may relate to the pay ranges, but other factors such as the available supply of labor, compared to demand of experienced candidates may also be present. As a result, the base pay of the associated classification would be increased so long as the external market pressures remain prevalent.

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6.4 SUMMARY

The City is undergoing a time of considerable change and should be commended for its desire and commitment to provide not only competitive and fair compensation for its employees but to help resolve some systemic compensation issues. set the standard for public sector employment in the region. Throughout this study, even while experiencing change in leadership during the study, the City project team and acting department directors were engaged and their collaboration was instrumental in delivering defensible recommendations and results.

The new pay plan places a higher priority on market competitiveness due to the current conditions and trends in the labor market but also includes key classification changes that will modernize operations. The recommendations in this report establish a new market competitive pay plan utilizing the proposed open range pay plan along with the tenure parity implementation option. These recommendations establish externally and internally equitable classification titles and pay grade assignments, and system administration practices that will provide the City with a responsive compensation and classification system for years to come. While the upkeep of this recommended system will require effort, the City will find that having a competitive compensation and classification system that encourages strong recruitment and employee retention is worth this commitment.

With the implementation of these Evergreen proposed changes, the City will move one step closer to reestablishing itself as the standard for public sector employment in the region.

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	$ 29,120.00	$ 37,128.00	$ 45,136.00	55.0%	-
102	$ 30,576.00	$ 38,984.40	$ 47,392.80	55.0%	5.0%
103	$ 32,104.80	$ 40,933.62	$ 49,762.44	55.0%	5.0%
104	$ 33,710.04	$ 42,980.30	$ 52,250.56	55.0%	5.0%
105	$ 35,395.54	$ 45,129.32	$ 54,863.09	55.0%	5.0%
106	$ 37,165.32	$ 47,385.78	$ 57,606.24	55.0%	5.0%
107	$ 39,023.59	$ 49,755.07	$ 60,486.56	55.0%	5.0%
108	$ 40,974.76	$ 52,242.82	$ 63,510.88	55.0%	5.0%
109	$ 43,023.50	$ 54,854.97	$ 66,686.43	55.0%	5.0%
110	$ 45,174.68	$ 57,597.71	$ 70,020.75	55.0%	5.0%
111	$ 47,433.41	$ 60,477.60	$ 73,521.79	55.0%	5.0%
112	$ 49,805.08	$ 63,501.48	$ 77,197.88	55.0%	5.0%
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118	$ 66,743.57	$ 85,098.06	$ 103,452.54	55.0%	5.0%
119	$ 70,080.75	$ 89,352.96	$ 108,625.17	55.0%	5.0%
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121	$ 77,264.03	$ 98,511.64	$ 119,759.25	55.0%	5.0%
122	$ 81,127.23	$ 103,437.22	$ 125,747.21	55.0%	5.0%
123	$ 85,183.59	$ 108,609.08	$ 132,034.57	55.0%	5.0%
124	$ 89,442.77	$ 114,039.53	$ 138,636.30	55.0%	5.0%
125	$ 93,914.91	$ 119,741.51	$ 145,568.11	55.0%	5.0%
126	$ 98,610.66	$ 125,728.59	$ 152,846.52	55.0%	5.0%
127	$ 103,541.19	$ 132,015.02	$ 160,488.84	55.0%	5.0%
128	$ 108,718.25	$ 138,615.77	$ 168,513.28	55.0%	5.0%
129	$ 114,154.16	$ 145,546.55	$ 176,938.95	55.0%	5.0%
130	$ 119,861.87	$ 152,823.88	$ 185,785.90	55.0%	5.0%
131	$ 125,854.96	$ 160,465.08	$ 195,075.19	55.0%	5.0%
UNG	-	-	-	-	-

Annual Hours
2080

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	$ 14.00	$ 17.85	$ 21.70	55.0%	-
102	$ 14.70	$ 18.74	$ 22.79	55.0%	5.0%
103	$ 15.44	$ 19.68	$ 23.92	55.0%	5.0%
104	$ 16.21	$ 20.66	$ 25.12	55.0%	5.0%
105	$ 17.02	$ 21.70	$ 26.38	55.0%	5.0%
106	$ 17.87	$ 22.78	$ 27.70	55.0%	5.0%
107	$ 18.76	$ 23.92	$ 29.08	55.0%	5.0%
108	$ 19.70	$ 25.12	$ 30.53	55.0%	5.0%
109	$ 20.68	$ 26.37	$ 32.06	55.0%	5.0%
110	$ 21.72	$ 27.69	$ 33.66	55.0%	5.0%
111	$ 22.80	$ 29.08	$ 35.35	55.0%	5.0%
112	$ 23.94	$ 30.53	$ 37.11	55.0%	5.0%
113	$ 25.14	$ 32.06	$ 38.97	55.0%	5.0%
114	$ 26.40	$ 33.66	$ 40.92	55.0%	5.0%
115	$ 27.72	$ 35.34	$ 42.96	55.0%	5.0%
116	$ 29.10	$ 37.11	$ 45.11	55.0%	5.0%
117	$ 30.56	$ 38.96	$ 47.37	55.0%	5.0%
118	$ 32.09	$ 40.91	$ 49.74	55.0%	5.0%
119	$ 33.69	$ 42.96	$ 52.22	55.0%	5.0%
120	$ 35.38	$ 45.11	$ 54.83	55.0%	5.0%
121	$ 37.15	$ 47.36	$ 57.58	55.0%	5.0%
122	$ 39.00	$ 49.73	$ 60.46	55.0%	5.0%
123	$ 40.95	$ 52.22	$ 63.48	55.0%	5.0%
124	$ 43.00	$ 54.83	$ 66.65	55.0%	5.0%
125	$ 45.15	$ 57.57	$ 69.98	55.0%	5.0%
126	$ 47.41	$ 60.45	$ 73.48	55.0%	5.0%
127	$ 49.78	$ 63.47	$ 77.16	55.0%	5.0%
128	$ 52.27	$ 66.64	$ 81.02	55.0%	5.0%
129	$ 54.88	$ 69.97	$ 85.07	55.0%	5.0%
130	$ 57.63	$ 73.47	$ 89.32	55.0%	5.0%
131	$ 60.51	$ 77.15	$ 93.79	55.0%	5.0%
UNG	-	-	-	-	-

Department	Classification	Recommended Title	Current Pay Grade	Current Minimum	Current Midpoint	Current Maximum	Proposed Grade	Proposed Minimum	Change	Proposed Midpoint	Change	Proposed Maximum	Change
ADMINISTRATION	Administrative Specialist	Administrative Specialist	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	108	$ 40,974.76	0.4%	$ 52,242.82	6.1%	$ 63,510.88	10.2%
ADMINISTRATION	COMMUNICATIONS COORDINATOR	COMMUNICATIONS COORDINATOR	18	$ 57,120.00	$ 68,915.00	$ 80,709.00	115	$ 57,655.61	0.9%	$ 73,510.90	6.7%	$ 89,366.19	10.7%
ADMINISTRATION	Executive Assistant to Elected Officials	Executive Assistant to Elected Officials	18	$ 57,120.00	$ 68,915.00	$ 80,709.00	115	$ 57,655.61	0.9%	$ 73,510.90	6.7%	$ 89,366.19	10.7%
CITY CLERK	Administrative Specialist	Administrative Specialist	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	108	$ 40,974.76	0.4%	$ 52,242.82	6.1%	$ 63,510.88	10.2%
CITY CLERK	Administrative Specialist PT	Administrative Specialist	4	$ 34,673.60	$ 41,839.20	$ 49,004.80	108	$ 40,974.76	18.2%	$ 52,242.82	24.9%	$ 63,510.88	29.6%
CITY CLERK	Assistant City Clerk	Assistant City Clerk	18	$ 57,120.00	$ 68,915.00	$ 80,709.00	117	$ 63,565.31	11.3%	$ 81,045.77	17.6%	$ 98,526.23	22.1%
CITY CLERK	City Clerk	City Clerk	23	$ 82,620.00	$ 99,680.00	$ 116,740.00	126	$ 98,610.66	19.4%	$ 125,728.59	26.1%	$ 152,846.52	30.9%
CITY CLERK	Senior Administrative Specialist	Senior Administrative Specialist	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	110	$ 45,174.68	3.0%	$ 57,597.71	8.8%	$ 70,020.75	13.0%
COMMUNITY DEVELC	Administrative Coordinator	Administrative Coordinator	17	$ 53,040.00	$ 63,992.00	$ 74,944.00	115	$ 57,655.61	8.7%	$ 73,510.90	14.9%	$ 89,366.19	19.2%
COMMUNITY DEVELC	Administrative Specialist	Administrative Specialist	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	108	$ 40,974.76	0.4%	$ 52,242.82	6.1%	$ 63,510.88	10.2%
COMMUNITY DEVELC	Assistant Building Official/Chief Plumbing	**Assistant Building Official**	5	$ 75,732.80	$ 82,420.00	$ 89,107.20	121	$ 77,264.03	2.0%	$ 98,511.64	19.5%	$ 119,759.25	34.4%
COMMUNITY DEVELC	Assistant Community Development Direc	Assistant Community Development Director	22	$ 76,500.00	$ 92,296.00	$ 108,092.00	124	$ 89,442.77	16.9%	$ 114,039.53	23.6%	$ 138,636.30	28.3%
COMMUNITY DEVELC	Building Inspector	Building Inspector	19	$ 60,180.00	$ 72,607.00	$ 85,033.00	118	$ 66,743.57	10.9%	$ 85,098.06	17.2%	$ 103,452.54	21.7%
COMMUNITY DEVELC	Building Official	Building Official	6	$ 97,302.40	$ 105,851.20	$ 114,400.00	127	$ 103,541.19	6.4%	$ 132,015.02	24.7%	$ 160,488.84	40.3%
COMMUNITY DEVELC	CHIEF ELECTRICAL INSPECTOR	CHIEF ELECTRICAL INSPECTOR	5	$ 75,732.80	$ 82,420.00	$ 89,107.20	121	$ 77,264.03	2.0%	$ 98,511.64	19.5%	$ 119,759.25	34.4%
COMMUNITY DEVELC	Mechanical Inspector- On call	**CHIEF MECHANICAL INSPECTOR**	5	$ 75,732.80	$ 82,420.00	$ 89,107.20	121	$ 77,264.03	2.0%	$ 98,511.64	19.5%	$ 119,759.25	34.4%
COMMUNITY DEVELC	PLUMBING INSPECTOR-ON CALL	**CHIEF PLUMBING INSPECTOR**	5	$ 75,732.80	$ 82,420.00	$ 89,107.20	121	$ 77,264.03	2.0%	$ 98,511.64	19.5%	$ 119,759.25	34.4%
COMMUNITY DEVELC	Chief Structural Inspector (FT)	Chief Structural Inspector	20	$ 65,280.00	$ 78,759.00	$ 92,238.00	121	$ 77,264.03	18.4%	$ 98,511.64	25.1%	$ 119,759.25	29.8%
COMMUNITY DEVELC	COMMUNITY DEVELOPMENT DIRECTOR	COMMUNITY DEVELOPMENT DIRECTOR	25	$ 103,020.00	$ 124,293.00	$ 145,565.00	129	$ 114,154.16	10.8%	$ 145,546.55	17.1%	$ 176,938.95	21.6%
COMMUNITY DEVELC	Electrical Inspector	ELECTRICAL INSPECTOR	5	$ 75,732.80	$ 82,420.00	$ 89,107.20	121	$ 77,264.03	2.0%	$ 98,511.64	19.5%	$ 119,759.25	34.4%
COMMUNITY DEVELC	Planner	Planner	18	$ 57,120.00	$ 68,915.00	$ 80,709.00	115	$ 57,655.61	0.9%	$ 73,510.90	6.7%	$ 89,366.19	10.7%
COMMUNITY DEVELC	PLUMBING INSPECTOR-ON CALL	PLUMBING INSPECTOR	5	$ 75,732.80	$ 82,420.00	$ 89,107.20	120	$ 73,584.79	-2.8%	$ 93,820.61	13.8%	$ 114,056.42	28.0%
COMMUNITY DEVELC	STRUCTURAL INSPECTOR/PLANS EXAMIN	STRUCTURAL INSPECTOR/PLANS EXAMINER	5	$ 75,732.80	$ 82,420.00	$ 89,107.20	120	$ 73,584.79	-2.8%	$ 93,820.61	13.8%	$ 114,056.42	28.0%
COMMUNITY DEVELC	Structural Inspector/Plans Examiner (FT)	STRUCTURAL INSPECTOR/PLANS EXAMINER	20	$ 65,280.00	$ 78,759.00	$ 92,238.00	120	$ 73,584.79	12.7%	$ 93,820.61	19.1%	$ 114,056.42	23.7%
FINANCE	Accountant	Accountant	17	$ 53,040.00	$ 63,992.00	$ 74,944.00	115	$ 57,655.61	8.7%	$ 73,510.90	14.9%	$ 89,366.19	19.2%
FINANCE	UTILITY BILLING/ACCOUNTING SUPERVISI	**Accounting Supervisor**	21	$ 69,360.00	$ 83,682.00	$ 98,003.00	117	$ 63,565.31	-8.4%	$ 81,045.77	-3.2%	$ 98,526.23	0.5%
FINANCE	Accounting Technician	Accounting Technician	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	108	$ 40,974.76	0.4%	$ 52,242.82	6.1%	$ 63,510.88	10.2%
FINANCE	Assistant Finance Director	Assistant Finance Director	23	$ 82,620.00	$ 99,680.00	$ 116,740.00	126	$ 98,610.66	19.4%	$ 125,728.59	26.1%	$ 152,846.52	30.9%
FINANCE	Customer Service Representative I	Customer Service Representative I	10	$ 34,680.00	$ 41,841.00	$ 49,002.00	106	$ 37,165.32	7.2%	$ 47,385.78	13.3%	$ 57,606.24	17.6%
FINANCE	Customer Service Representative II	Customer Service Representative II	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	108	$ 40,974.76	0.4%	$ 52,242.82	6.1%	$ 63,510.88	10.2%
FINANCE	Customer Service Representative III	Customer Service Representative III	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	110	$ 45,174.68	3.0%	$ 57,597.71	8.8%	$ 70,020.75	13.0%
FINANCE	Finance Director/CFO	Finance Director/CFO	26	$ 115,260.00	$ 139,060.00	$ 162,859.00	130	$ 119,861.87	4.0%	$ 152,823.88	9.9%	$ 185,785.90	14.1%
FINANCE	Information Systems Manager	Information Systems Manager	22	$ 76,500.00	$ 92,296.00	$ 108,092.00	121	$ 77,264.03	1.0%	$ 98,511.64	6.7%	$ 119,759.25	10.8%
FINANCE	METER READER	METER READER	3	$ 28,080.00	$ 32,593.60	$ 37,107.20	106	$ 37,165.32	32.4%	$ 47,385.78	45.4%	$ 57,606.24	55.2%
FINANCE	METER READER	METER READER	3	$ 28,080.00	$ 32,593.60	$ 37,107.20	106	$ 37,165.32	32.4%	$ 47,385.78	45.4%	$ 57,606.24	55.2%
FINANCE	Purchasing Agent	Purchasing Agent	19	$ 60,180.00	$ 72,607.00	$ 85,033.00	116	$ 60,538.39	0.6%	$ 77,186.45	6.3%	$ 93,834.50	10.4%
FINANCE	Purchasing Assistant	Purchasing Assistant	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	110	$ 45,174.68	3.0%	$ 57,597.71	8.8%	$ 70,020.75	13.0%
FINANCE	Budget Analyst	**Senior Budget Analyst**	15	$ 45,900.00	$ 55,378.00	$ 64,855.00	117	$ 63,565.31	38.5%	$ 81,045.77	46.4%	$ 98,526.23	51.9%
FINANCE	IT Technician	**Senior IT Technician**	15	$ 45,900.00	$ 55,378.00	$ 64,855.00	115	$ 57,655.61	25.6%	$ 73,510.90	32.7%	$ 89,366.19	37.8%
HUMAN RESOURCES	Human Resources Director/Risk Manager	Human Resources Director/Risk Manager	25	$ 103,020.00	$ 124,293.00	$ 145,565.00	129	$ 114,154.16	10.8%	$ 145,546.55	17.1%	$ 176,938.95	21.6%
HUMAN RESOURCES	Human Resources Programs Administrato	**Human Resources Generalist**	19	$ 60,180.00	$ 72,607.00	$ 85,033.00	116	$ 60,538.39	0.6%	$ 77,186.45	6.3%	$ 93,834.50	10.4%
Parks & Recreation	Senior Administrative Specialist - P&R	**Administrative Coordinator**	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	115	$ 57,655.61	31.5%	$ 73,510.90	38.9%	$ 89,366.19	44.2%
Parks & Recreation	ADULT PROGRAM RECREATION AIDE	ADULT PROGRAM RECREATION AIDE	3	$ 28,080.00	$ 32,593.60	$ 37,107.20	103	$ 32,104.80	14.3%	$ 40,933.62	25.6%	$ 49,762.44	34.1%
Parks & Recreation	Camp Counselor	Camp Counselor	1	$ 21,840.00	$ 25,022.40	$ 28,204.80	101	$ 29,120.00	33.3%	$ 37,128.00	48.4%	$ 45,136.00	60.0%
Parks & Recreation	Facility and Recreation Assistant	**General Services Worker**	11	$ 36,720.00	$ 44,302.00	$ 51,884.00	106	$ 37,165.32	1.2%	$ 47,385.78	7.0%	$ 57,606.24	11.0%
Parks & Recreation	Head Lifeguard	Head Lifeguard	10	$ 34,680.00	$ 41,841.00	$ 49,002.00	107	$ 39,023.59	12.5%	$ 49,755.07	18.9%	$ 60,486.56	23.4%
Parks & Recreation	Lifeguard II/WSI	Lifeguard II/WSI	2	$ 23,920.00	$ 27,362.40	$ 30,804.80	103	$ 32,104.80	34.2%	$ 40,933.62	49.6%	$ 49,762.44	61.5%
Parks & Recreation	Facility Attendant	**Parks and Recreation Attendant**	2	$ 23,920.00	$ 27,362.40	$ 30,804.80	102	$ 30,576.00	27.8%	$ 38,984.40	42.5%	$ 47,392.80	53.8%
Parks & Recreation	Park Attendant	**Parks and Recreation Attendant**	2	$ 23,920.00	$ 27,362.40	$ 30,804.80	102	$ 30,576.00	27.8%	$ 38,984.40	42.5%	$ 47,392.80	53.8%
Parks & Recreation	RECREATION ATTENDANT	**Parks and Recreation Attendant**	2	$ 23,920.00	$ 27,362.40	$ 30,804.80	102	$ 30,576.00	27.8%	$ 38,984.40	42.5%	$ 47,392.80	53.8%
Parks & Recreation	Adult Program Specialist	**Parks and Recreation coordinator**	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	115	$ 57,655.61	31.5%	$ 73,510.90	38.9%	$ 89,366.19	44.2%

Parks & Recreation	Aquatics Specialist	**Parks and Recreation coordinator**	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	115	$ 57,655.61	31.5%	$ 73,510.90	38.9%	$ 89,366.19	44.2%
Parks & Recreation	Parks and Recreation Director	Parks and Recreation Director	25	$ 103,020.00	$ 124,293.00	$ 145,565.00	129	$ 114,154.16	10.8%	$ 145,546.55	17.1%	$ 176,938.95	21.6%
Parks & Recreation	Parks and Recreation Supervisor	**Parks and Recreation Manager**	19	$ 60,180.00	$ 72,607.00	$ 85,033.00	116	$ 60,538.39	0.6%	$ 77,186.45	6.3%	$ 93,834.50	10.4%
Parks & Recreation	Parks and Recreation Coordinator	**Parks and Recreation Manager**	17	$ 53,040.00	$ 63,992.00	$ 74,944.00	116	$ 60,538.39	14.1%	$ 77,186.45	20.6%	$ 93,834.50	25.2%
Parks & Recreation	Program Instructor	Program Instructor	3	$ 28,080.00	$ 32,593.60	$ 37,107.20	104	$ 33,710.04	20.1%	$ 42,980.30	31.9%	$ 52,250.56	40.8%
Parks & Recreation	Recreation Leader	**Recreation Specialist**	10	$ 34,680.00	$ 41,841.00	$ 49,002.00	106	$ 37,165.32	7.2%	$ 47,385.78	13.3%	$ 57,606.24	17.6%
Parks & Recreation	PARK RANGER	**Senior Park Ranger**	11	$ 36,720.00	$ 44,302.00	$ 51,884.00	107	$ 39,023.59	6.3%	$ 49,755.07	12.3%	$ 60,486.56	16.6%
Parks & Recreation	Swim Coach/Office Assistant	**Swim Coach**	3	$ 28,080.00	$ 32,593.60	$ 37,107.20	102	$ 30,576.00	8.9%	$ 38,984.40	19.6%	$ 47,392.80	27.7%
Parks & Recreation	YOUTH PROGRAM INSTRUCTOR	YOUTH PROGRAM INSTRUCTOR	3	$ 28,080.00	$ 32,593.60	$ 37,107.20	103	$ 32,104.80	14.3%	$ 40,933.62	25.6%	$ 49,762.44	34.1%
PUBLIC WORKS	Administrative Specialist	Administrative Specialist	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	108	$ 40,974.76	0.4%	$ 52,242.82	6.1%	$ 63,510.88	10.2%
PUBLIC WORKS	NEW	**Assistant Public Works Director**					126	$ 98,610.66	#DIV/0!	$ 125,728.59	#DIV/0!	$ 152,846.52	#DIV/0!
PUBLIC WORKS	Maintenance Technician I	**Building and Grounds Technician I**	10	$ 34,680.00	$ 41,841.00	$ 49,002.00	105	$ 35,395.54	2.1%	$ 45,129.32	7.9%	$ 54,863.09	12.0%
PUBLIC WORKS	Maintenance Technician II	**Building and Grounds Technician II**	10	$ 34,680.00	$ 41,841.00	$ 49,002.00	107	$ 39,023.59	12.5%	$ 49,755.07	18.9%	$ 60,486.56	23.4%
PUBLIC WORKS	Maintenance Technician III	**Building and Grounds Technician III**	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	109	$ 43,023.50	5.4%	$ 54,854.97	11.4%	$ 66,686.43	15.7%
PUBLIC WORKS	Equipment Operator	Equipment Operator	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	109	$ 43,023.50	-1.9%	$ 54,854.97	3.7%	$ 66,686.43	7.6%
PUBLIC WORKS	NEW	**Facilities Maintenance Supervisor**	19	$ 60,180.00	$ 72,607.00	$ 85,033.00	117	$ 63,565.31	5.6%	$ 81,045.77	11.6%	$ 98,526.23	15.9%
PUBLIC WORKS	Field Operations Supervisor - PW	Field Operations Supervisor	20	$ 65,280.00	$ 78,759.00	$ 92,238.00	120	$ 73,584.79	12.7%	$ 93,820.61	19.1%	$ 114,056.42	23.7%
PUBLIC WORKS	Fleet Services Supervisor	Fleet Services Supervisor	19	$ 60,180.00	$ 72,607.00	$ 85,033.00	117	$ 63,565.31	5.6%	$ 81,045.77	11.6%	$ 98,526.23	15.9%
PUBLIC WORKS	Fleet Mechanic	**Fleet Technician**	15	$ 45,900.00	$ 55,378.00	$ 64,855.00	113	$ 52,295.34	13.9%	$ 66,676.55	20.4%	$ 81,057.77	25.0%
PUBLIC WORKS	Horticultural Technician	Horticultural Technician	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	107	$ 39,023.59	-4.4%	$ 49,755.07	1.1%	$ 60,486.56	4.9%
PUBLIC WORKS	Public Works Coordinator	Public Works Coordinator	20	$ 65,280.00	$ 78,759.00	$ 92,238.00	116	$ 60,538.39	-7.3%	$ 77,186.45	-2.0%	$ 93,834.50	1.7%
PUBLIC WORKS	Public Works Director	Public Works Director	25	$ 103,020.00	$ 124,293.00	$ 145,565.00	129	$ 114,154.16	10.8%	$ 145,546.55	17.1%	$ 176,938.95	21.6%
PUBLIC WORKS	Senior Administrative Specialist	Senior Administrative Specialist	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	110	$ 45,174.68	3.0%	$ 57,597.71	8.8%	$ 70,020.75	13.0%
PUBLIC WORKS	Tradesworker I - PW	Tradesworker I - PW	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	109	$ 43,023.50	5.4%	$ 54,854.97	11.4%	$ 66,686.43	15.7%
PUBLIC WORKS	Tradesworker II	Tradesworker II	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	112	$ 49,805.08	13.6%	$ 63,501.48	20.0%	$ 77,197.88	24.6%
PUBLIC WORKS	NEW	Tradesworker III	15	$ 45,900.00	$ 55,378.00	$ 64,855.00	113	$ 52,295.34	13.9%	$ 66,676.55	20.4%	$ 81,057.77	25.0%
UTILITIES	Administrative Specialist	Administrative Specialist	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	108	$ 40,974.76	0.4%	$ 52,242.82	6.1%	$ 63,510.88	10.2%
UTILITIES	ASSISTANT UTILITIES DIRECTOR	ASSISTANT UTILITIES DIRECTOR	24	$ 92,500.00	$ 112,500.00	$ 132,500.00	128	$ 108,718.25	17.5%	$ 138,615.77	23.2%	$ 168,513.28	27.2%
UTILITIES	Chief Plant Operator	Chief Plant Operator	18	$ 57,120.00	$ 68,915.00	$ 80,709.00	118	$ 66,743.57	16.8%	$ 85,098.06	23.5%	$ 103,452.54	28.2%
UTILITIES	Crew Leader	Crew Leader	16	$ 49,980.00	$ 60,300.00	$ 70,620.00	116	$ 60,538.39	21.1%	$ 77,186.45	28.0%	$ 93,834.50	-
UTILITIES	NEW	**ELECTRICIAN ASSISTANT**					106	$ 37,165.32	#DIV/0!	$ 47,385.78	#DIV/0!	$ 57,606.24	#DIV/0!
UTILITIES	Utilities Electrician	**ELECTRICIAN SUPERVISOR**	16	$ 49,980.00	$ 60,300.00	$ 70,620.00	116	$ 60,538.39	21.1%	$ 77,186.45	28.0%	$ 93,834.50	32.9%
UTILITIES	Engineering Inspector	**Engineering Inspector/PLANS EXAMINER**	17	$ 53,040.00	$ 63,992.00	$ 74,944.00	121	$ 77,264.03	45.7%	$ 98,511.64	53.9%	$ 119,759.25	59.8%
UTILITIES	Field Operations Supervisor - UTIL	**Field Operations Superintendent - UTIL**	20	$ 65,280.00	$ 78,759.00	$ 92,238.00	122	$ 81,127.23	24.3%	$ 103,437.22	31.3%	$ 125,747.21	36.3%
UTILITIES	Plant Operations Supervisor	**Plant Operations Superintendent - UTIL**	21	$ 69,360.00	$ 83,682.00	$ 98,003.00	122	$ 81,127.23	17.0%	$ 103,437.22	23.6%	$ 125,747.21	28.3%
UTILITIES	Senior Administrative Specialist	Senior Administrative Specialist	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	110	$ 45,174.68	3.0%	$ 57,597.71	8.8%	$ 70,020.75	13.0%
UTILITIES	Treatment Plant Operator I	Treatment Plant Operator I	15	$ 45,900.00	$ 55,378.00	$ 64,855.00	114	$ 54,910.10	19.6%	$ 70,010.38	26.4%	$ 85,110.66	31.2%
UTILITIES	Treatment Plant Operator II	Treatment Plant Operator II	16	$ 49,980.00	$ 60,300.00	$ 70,620.00	116	$ 60,538.39	21.1%	$ 77,186.45	28.0%	$ 93,834.50	32.9%
UTILITIES	Treatment Plant Operator Trainee	Treatment Plant Operator Trainee	14	$ 43,860.00	$ 52,917.00	$ 61,973.00	109	$ 43,023.50	-1.9%	$ 54,854.97	3.7%	$ 66,686.43	7.6%
UTILITIES	NEW	**UTILITIES COORDINATOR**					116	$ 60,538.39	#DIV/0!	$ 77,186.45	#DIV/0!	$ 93,834.50	#DIV/0!
UTILITIES	Utilities Director/City Engineer	Utilities Director/City Engineer	26	$ 115,260.00	$ 139,060.00	$ 162,859.00	130	$ 119,861.87	4.0%	$ 152,823.88	9.9%	$ 185,785.90	14.1%
UTILITIES	Utilities Mechanic I	Utilities Mechanic I	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	109	$ 43,023.50	5.4%	$ 54,854.97	11.4%	$ 66,686.43	15.7%
UTILITIES	Tradesworker I - UTIL	**UTILITIES MECHANIC I**	13	$ 40,800.00	$ 49,225.00	$ 57,649.00	109	$ 43,023.50	5.4%	$ 54,854.97	11.4%	$ 66,686.43	15.7%
UTILITIES	Utilities Mechanic II	Utilities Mechanic II	15	$ 45,900.00	$ 55,378.00	$ 64,855.00	111	$ 47,433.41	3.3%	$ 60,477.60	9.2%	$ 73,521.79	13.4%
UTILITIES	NEW	**UTILITIES MECHANIC TRAINEE**					108	$ 40,974.76	#DIV/0!	$ 52,242.82	#DIV/0!	$ 63,510.88	#DIV/0!
UTILITIES	Utilities Foreman	UTILITIES SUPERVISOR	17	$ 53,040.00	$ 63,992.00	$ 74,944.00	116	$ 60,538.39	14.1%	$ 77,186.45	20.6%	$ 93,834.50	25.2%

DEPARTMENT	CLASS TITLE	MIN	MID	MAX	Annual	Recommended Classification	Recommended Grade	Recommended Minimum	Recommended Midpoint	Recommended Maximum	Tenure Years	Tenure Parity Salary	Cost	% Adjustment
Parks & Recreation	Camp Counselor	$ 21,840.00	$ 25,022.40	$ 28,204.80	$ 23,374.00	Camp Counselor	101	$ 29,120.00	$ 37,128.00	$ 45,136.00	9.07	$ 24,622.36	$ 1,248.36	5.3%
Parks & Recreation	Camp Counselor	$ 21,840.00	$ 25,022.40	$ 28,204.80	$ 23,374.00	Camp Counselor	101	$ 29,120.00	$ 37,128.00	$ 45,136.00	6.07	$ 23,841.48	$ 467.48	2.0%
Parks & Recreation	Camp Counselor	$ 21,840.00	$ 25,022.40	$ 28,204.80	$ 25,636.00	Camp Counselor	101	$ 29,120.00	$ 37,128.00	$ 45,136.00	4.08	$ 26,148.72	$ 512.72	2.0%
Parks & Recreation	Camp Counselor	$ 21,840.00	$ 25,022.40	$ 28,204.80	$ 22,620.00	Camp Counselor	101	$ 29,120.00	$ 37,128.00	$ 45,136.00	1.01	$ 23,072.40	$ 452.40	2.0%
Parks & Recreation	Facility Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 21,112.00	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	0.51	$ 21,603.76	$ 491.76	2.3%
Parks & Recreation	Facility Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 24,143.08	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	5.26	$ 24,625.94	$ 482.86	2.0%
Parks & Recreation	Facility Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 23,931.96	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	16.97	$ 29,062.96	$ 5,131.00	21.4%
Parks & Recreation	Park Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 25,620.92	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	9.23	$ 26,133.34	$ 512.42	2.0%
Parks & Recreation	Park Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 21,534.24	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	1.15	$ 22,636.10	$ 1,101.86	5.1%
Parks & Recreation	RECREATION ATTENDANT	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 19,996.08	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	14.25	$ 30,576.00	$ 10,579.92	52.9%
Parks & Recreation	Facility Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 23,720.84	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	4.65	$ 24,195.26	$ 474.42	2.0%
Parks & Recreation	Park Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 22,137.44	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	1.22	$ 22,662.06	$ 524.62	2.4%
Parks & Recreation	Swim Coach/Office Assistant	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 22,620.00	Swim Coach	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	0.38	$ 23,072.40	$ 452.40	2.0%
Parks & Recreation	Facility Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 21,534.24	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	1.14	$ 22,632.71	$ 1,098.47	5.1%
Parks & Recreation	Facility Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 22,831.12	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	4.15	$ 23,855.31	$ 1,024.19	4.5%
Parks & Recreation	Park Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 24,459.76	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	1.45	$ 24,948.96	$ 489.20	2.0%
Parks & Recreation	Park Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 21,534.24	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	1.17	$ 22,644.00	$ 1,109.76	5.2%
Parks & Recreation	Park Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 23,630.36	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	2.16	$ 24,102.97	$ 472.61	2.0%
Parks & Recreation	Facility Attendant	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 21,112.00	Parks and Recreation Attendant	102	$ 30,576.00	$ 38,984.40	$ 47,392.80	0.51	$ 21,603.76	$ 491.76	2.3%
Parks & Recreation	Lifeguard II/WSI	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 21,112.00	Lifeguard II/WSI	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	1.05	$ 23,724.04	$ 2,612.04	12.4%
Parks & Recreation	YOUTH PROGRAM INSTRUCTOR	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 19,996.08	YOUTH PROGRAM INSTRUCTOR	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	1.05	$ 23,724.04	$ 3,727.96	18.6%
Parks & Recreation	Camp Counselor	$ 21,840.00	$ 25,022.40	$ 28,204.80	$ 21,112.00	YOUTH PROGRAM INSTRUCTOR	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	2.06	$ 24,154.32	$ 3,042.32	14.4%
Parks & Recreation	YOUTH PROGRAM INSTRUCTOR	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 23,283.52	YOUTH PROGRAM INSTRUCTOR	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	1.72	$ 24,010.90	$ 727.38	3.1%
Parks & Recreation	Lifeguard II/WSI	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 21,112.00	Lifeguard II/WSI	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	1.05	$ 23,724.04	$ 2,612.04	12.4%
Parks & Recreation	YOUTH PROGRAM INSTRUCTOR	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 23,072.40	YOUTH PROGRAM INSTRUCTOR	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	1.05	$ 23,724.04	$ 651.64	2.8%
Parks & Recreation	Lifeguard II/WSI	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 22,303.32	Lifeguard II/WSI	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	2.04	$ 24,148.40	$ 1,845.08	8.3%
Parks & Recreation	YOUTH PROGRAM INSTRUCTOR	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 19,996.08	YOUTH PROGRAM INSTRUCTOR	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	1.05	$ 23,724.04	$ 3,727.96	18.6%
Parks & Recreation	Lifeguard II/WSI	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 21,112.00	Lifeguard II/WSI	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	1.05	$ 23,724.04	$ 2,612.04	12.4%
Parks & Recreation	YOUTH PROGRAM INSTRUCTOR	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 29,209.96	YOUTH PROGRAM INSTRUCTOR	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	7.64	$ 29,794.16	$ 584.20	2.0%
Parks & Recreation	Lifeguard II/WSI	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 24,731.20	Lifeguard II/WSI	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	2.57	$ 25,225.82	$ 494.62	2.0%
Parks & Recreation	ADULT PROGRAM RECREATION AIDE	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 28,003.56	ADULT PROGRAM RECREATION AIDE	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	7.39	$ 28,563.63	$ 560.07	2.0%
Parks & Recreation	YOUTH PROGRAM INSTRUCTOR	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 24,610.56	YOUTH PROGRAM INSTRUCTOR	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	2.06	$ 25,102.77	$ 492.21	2.0%
Parks & Recreation	YOUTH PROGRAM INSTRUCTOR	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 24,459.76	YOUTH PROGRAM INSTRUCTOR	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	14.85	$ 29,612.87	$ 5,153.11	21.1%
Parks & Recreation	Lifeguard II/WSI	$ 23,920.00	$ 27,362.40	$ 30,804.80	$ 24,369.28	Lifeguard II/WSI	103	$ 32,104.80	$ 40,933.62	$ 49,762.44	2.05	$ 24,856.67	$ 487.39	2.0%
Parks & Recreation	Program Instructor	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 30,989.40	Program Instructor	104	$ 33,710.04	$ 42,980.30	$ 52,250.56	24.80	$ 35,550.49	$ 4,561.09	14.7%
PUBLIC WORKS	Maintenance Technician I	$ 34,680.00	$ 41,841.00	$ 49,002.00	$ 39,423.90	Building and Grounds Technician I	105	$ 35,395.54	$ 45,129.32	$ 54,863.09	8.11	$ 40,660.79	$ 1,236.89	3.1%
Parks & Recreation	Recreation Leader	$ 34,680.00	$ 41,841.00	$ 49,002.00	$ 46,800.00	Recreation Specialist	106	$ 37,165.32	$ 47,385.78	$ 57,606.24	7.40	$ 47,736.00	$ 936.00	2.0%
Parks & Recreation	Facility and Recreation Assistant	$ 36,720.00	$ 44,302.00	$ 51,884.00	$ 53,715.38	General Services Worker	106	$ 37,165.32	$ 47,385.78	$ 57,606.24	17.01	$ 54,789.69	$ 1,074.31	2.0%
Parks & Recreation	Facility and Recreation Assistant	$ 36,720.00	$ 44,302.00	$ 51,884.00	$ 53,993.06	General Services Worker	106	$ 37,165.32	$ 47,385.78	$ 57,606.24	18.18	$ 55,072.92	$ 1,079.86	2.0%
FINANCE	Customer Service Representative I	$ 34,680.00	$ 41,841.00	$ 49,002.00	$ 41,519.71	Customer Service Representative I	106	$ 37,165.32	$ 47,385.78	$ 57,606.24	1.35	$ 42,350.10	$ 830.39	2.0%
FINANCE	METER READER	$ 28,080.00	$ 32,593.60	$ 37,107.20	$ 28,697.24	METER READER	106	$ 37,165.32	$ 47,385.78	$ 57,606.24	15.02	$ 34,365.67	$ 5,668.43	19.8%
PUBLIC WORKS	Horticultural Technician	$ 40,800.00	$ 49,225.00	$ 57,649.00	$ 67,467.71	Horticultural Technician	107	$ 39,023.59	$ 49,755.07	$ 60,486.56	23.23	$ 68,817.06	$ 1,349.35	2.0%
PUBLIC WORKS	Maintenance Technician II	$ 34,680.00	$ 41,841.00	$ 49,002.00	$ 37,822.10	Building and Grounds Technician II	107	$ 39,023.59	$ 49,755.07	$ 60,486.56	1.66	$ 40,212.00	$ 2,389.90	6.3%
Parks & Recreation	PARK RANGER	$ 36,720.00	$ 44,302.00	$ 51,884.00	$ 45,126.22	Senior Park Ranger	107	$ 39,023.59	$ 49,755.07	$ 60,486.56	1.40	$ 46,028.74	$ 902.52	2.0%
PUBLIC WORKS	Maintenance Technician II	$ 34,680.00	$ 41,841.00	$ 49,002.00	$ 40,125.90	Building and Grounds Technician II	107	$ 39,023.59	$ 49,755.07	$ 60,486.56	4.09	$ 41,950.90	$ 1,825.00	4.5%
PUBLIC WORKS	Maintenance Technician II	$ 34,680.00	$ 41,841.00	$ 49,002.00	$ 45,732.75	Building and Grounds Technician II	107	$ 39,023.59	$ 49,755.07	$ 60,486.56	16.59	$ 50,893.80	$ 5,161.05	11.3%
UTILITIES	Administrative Specialist	$ 40,800.00	$ 49,225.00	$ 57,649.00	$ 60,565.02	Administrative Specialist	108	$ 40,974.76	$ 52,242.82	$ 63,510.88	24.48	$ 61,776.32	$ 1,211.30	2.0%
ADMINISTRATION	Administrative Specialist	$ 40,800.00	$ 49,225.00	$ 57,649.00	$ 54,713.57	Administrative Specialist	108	$ 40,974.76	$ 52,242.82	$ 63,510.88	4.98	$ 55,807.84	$ 1,094.27	2.0%
PUBLIC WORKS	Administrative Specialist	$ 40,800.00	$ 49,225.00	$ 57,649.00	$ 44,553.60	Administrative Specialist	108	$ 40,974.76	$ 52,242.82	$ 63,510.88	1.11	$ 45,444.67	$ 891.07	2.0%
FINANCE	Accounting Technician	$ 40,800.00	$ 49,225.00	$ 57,649.00	$ 52,992.37	Accounting Technician	108	$ 40,974.76	$ 52,242.82	$ 63,510.88	1.20	$ 54,052.22	$ 1,059.85	2.0%
FINANCE	Customer Service Representative II	$ 40,800.00	$ 49,225.00	$ 57,649.00	$ 47,496.38	Customer Service Representative II	108	$ 40,974.76	$ 52,242.82	$ 63,510.88	4.14	$ 48,446.31	$ 949.93	2.0%
COMMUNITY DEVELOPMENT	Administrative Specialist	$ 40,800.00	$ 49,225.00	$ 57,649.00	$ 53,783.60	Administrative Specialist	108	$ 40,974.76	$ 52,242.82	$ 63,510.88	13.36	$ 54,859.27	$ 1,075.67	2.0%
CITY CLERK	Administrative Specialist	$ 40,800.00	$ 49,225.00	$ 57,649.00	$ 43,075.76	Administrative Specialist	108	$ 40,974.76	$ 52,242.82	$ 63,510.88	1.58	$ 43,937.28	$ 861.52	2.0%
COMMUNITY DEVELOPMENT	Administrative Specialist	$ 40,800.00	$ 49,225.00	$ 57,649.00	$ 45,033.04	Administrative Specialist	108	$ 40,974.76	$ 52,242.82	$ 63,510.88	2.91	$ 45,933.70	$ 900.66	2.0%
UTILITIES	Treatment Plant Operator Trainee	$ 43,860.00	$ 52,917.00	$ 61,973.00	$ 55,631.68	Treatment Plant Operator Trainee	109	$ 43,023.50	$ 54,854.97	$ 66,686.43	2.49	$ 56,744.31	$ 1,112.63	2.0%
UTILITIES	Treatment Plant Operator Trainee	$ 43,860.00	$ 52,917.00	$ 61,973.00	$ 58,240.00	Treatment Plant Operator Trainee	109	$ 43,023.50	$ 54,854.97	$ 66,686.43	0.49	$ 59,404.80	$ 1,164.80	2.0%

UTILITIES	Treatment Plant Operator Trainee	$	43,860.00	$	52,917.00	$	61,973.00	$	56,969.12	Treatment Plant Operator Trainee	109	$	43,023.50	$	54,854.97	$	66,686.43	2.47	$	58,108.50	$	1,139.38	2.0%
UTILITIES	Utilities Mechanic I	$	40,800.00	$	49,225.00	$	57,649.00	$	50,708.32	Utilities Mechanic I	109	$	43,023.50	$	54,854.97	$	66,686.43	6.97	$	51,722.49	$	1,014.17	2.0%
UTILITIES	Utilities Mechanic I	$	40,800.00	$	49,225.00	$	57,649.00	$	45,448.83	Utilities Mechanic I	109	$	43,023.50	$	54,854.97	$	66,686.43	1.99	$	46,357.81	$	908.98	2.0%
UTILITIES	Utilities Mechanic I	$	40,800.00	$	49,225.00	$	57,649.00	$	48,984.62	Utilities Mechanic I	109	$	43,023.50	$	54,854.97	$	66,686.43	9.49	$	50,505.81	$	1,521.19	3.1%
UTILITIES	Utilities Mechanic I	$	40,800.00	$	49,225.00	$	57,649.00	$	50,999.10	Utilities Mechanic I	109	$	43,023.50	$	54,854.97	$	66,686.43	0.92	$	52,019.08	$	1,019.98	2.0%
UTILITIES	Treatment Plant Operator Trainee	$	43,860.00	$	52,917.00	$	61,973.00	$	49,857.60	Treatment Plant Operator Trainee	109	$	43,023.50	$	54,854.97	$	66,686.43	0.92	$	50,854.75	$	997.15	2.0%
PUBLIC WORKS	Tradesworker I - PW	$	40,800.00	$	49,225.00	$	57,649.00	$	49,044.94	Tradesworker I - PW	109	$	43,023.50	$	54,854.97	$	66,686.43	3.98	$	50,025.84	$	980.90	2.0%
PUBLIC WORKS	Maintenance Technician III	$	40,800.00	$	49,225.00	$	57,649.00	$	50,793.18	Building and Grounds Technician III	109	$	43,023.50	$	54,854.97	$	66,686.43	6.95	$	51,809.04	$	1,015.86	2.0%
UTILITIES	Utilities Mechanic I	$	40,800.00	$	49,225.00	$	57,649.00	$	45,760.00	Utilities Mechanic I	109	$	43,023.50	$	54,854.97	$	66,686.43	3.89	$	46,675.20	$	915.20	2.0%
UTILITIES	Tradesworker I - UTIL	$	40,800.00	$	49,225.00	$	57,649.00	$	60,266.96	UTILITIES MECHANIC I	109	$	43,023.50	$	54,854.97	$	66,686.43	19.33	$	61,472.30	$	1,205.34	2.0%
PUBLIC WORKS	Tradesworker I - PW	$	40,800.00	$	49,225.00	$	57,649.00	$	45,474.62	Tradesworker I - PW	109	$	43,023.50	$	54,854.97	$	66,686.43	3.08	$	46,384.11	$	909.49	2.0%
UTILITIES	Utilities Mechanic I	$	40,800.00	$	49,225.00	$	57,649.00	$	50,452.48	Utilities Mechanic I	109	$	43,023.50	$	54,854.97	$	66,686.43	7.71	$	51,461.53	$	1,009.05	2.0%
UTILITIES	Utilities Mechanic I	$	40,800.00	$	49,225.00	$	57,649.00	$	49,233.60	Utilities Mechanic I	109	$	43,023.50	$	54,854.97	$	66,686.43	0.17	$	50,218.27	$	984.67	2.0%
UTILITIES	Utilities Mechanic I	$	40,800.00	$	49,225.00	$	57,649.00	$	46,612.80	Utilities Mechanic I	109	$	43,023.50	$	54,854.97	$	66,686.43	2.59	$	47,545.06	$	932.26	2.0%
PUBLIC WORKS	Equipment Operator	$	43,860.00	$	52,917.00	$	61,973.00	$	53,711.22	Equipment Operator	109	$	43,023.50	$	54,854.97	$	66,686.43	17.11	$	56,517.94	$	2,806.72	5.2%
PUBLIC WORKS	Equipment Operator	$	43,860.00	$	52,917.00	$	61,973.00	$	54,236.62	Equipment Operator	109	$	43,023.50	$	54,854.97	$	66,686.43	7.95	$	55,321.35	$	1,084.73	2.0%
PUBLIC WORKS	Senior Administrative Specialist	$	43,860.00	$	52,917.00	$	61,973.00	$	65,109.62	Senior Administrative Specialist	110	$	45,174.68	$	57,597.71	$	70,020.75	26.49	$	67,110.54	$	2,000.92	3.1%
FINANCE	Customer Service Representative III	$	43,860.00	$	52,917.00	$	61,973.00	$	53,335.78	Customer Service Representative III	110	$	45,174.68	$	57,597.71	$	70,020.75	16.75	$	59,044.77	$	5,708.99	10.7%
CITY CLERK	Senior Administrative Specialist	$	43,860.00	$	52,917.00	$	61,973.00	$	53,960.19	Senior Administrative Specialist	110	$	45,174.68	$	57,597.71	$	70,020.75	17.15	$	59,376.05	$	5,415.86	10.0%
COMMUNITY DEVELOPMENT	Senior Administrative Specialist	$	43,860.00	$	52,917.00	$	61,973.00	$	49,209.68	Senior Administrative Specialist	110	$	45,174.68	$	57,597.71	$	70,020.75	6.03	$	50,193.87	$	984.19	2.0%
FINANCE	Purchasing Assistant	$	43,860.00	$	52,917.00	$	61,973.00	$	61,199.63	Purchasing Assistant	110	$	45,174.68	$	57,597.71	$	70,020.75	0.84	$	62,423.62	$	1,223.99	2.0%
COMMUNITY DEVELOPMENT	Senior Administrative Specialist	$	43,860.00	$	52,917.00	$	61,973.00	$	52,917.28	Senior Administrative Specialist	110	$	45,174.68	$	57,597.71	$	70,020.75	0.17	$	53,975.63	$	1,058.35	2.0%
UTILITIES	Senior Administrative Specialist	$	43,860.00	$	52,917.00	$	61,973.00	$	65,108.99	Senior Administrative Specialist	110	$	45,174.68	$	57,597.71	$	70,020.75	21.69	$	66,411.17	$	1,302.18	2.0%
UTILITIES	Utilities Mechanic II	$	45,900.00	$	55,378.00	$	64,855.00	$	60,529.25	Utilities Mechanic II	111	$	47,433.41	$	60,477.60	$	73,521.79	17.92	$	63,013.97	$	2,484.72	4.1%
UTILITIES	Utilities Mechanic II	$	45,900.00	$	55,378.00	$	64,855.00	$	62,947.87	Utilities Mechanic II	111	$	47,433.41	$	60,477.60	$	73,521.79	17.90	$	64,206.83	$	1,258.96	2.0%
UTILITIES	Utilities Mechanic II	$	45,900.00	$	55,378.00	$	64,855.00	$	65,166.19	Utilities Mechanic II	111	$	47,433.41	$	60,477.60	$	73,521.79	18.40	$	66,469.51	$	1,303.32	2.0%
UTILITIES	Utilities Mechanic II	$	45,900.00	$	55,378.00	$	64,855.00	$	60,218.06	Utilities Mechanic II	111	$	47,433.41	$	60,477.60	$	73,521.79	18.84	$	63,813.53	$	3,595.47	6.0%
UTILITIES	Utilities Mechanic II	$	45,900.00	$	55,378.00	$	64,855.00	$	64,854.40	Utilities Mechanic II	111	$	47,433.41	$	60,477.60	$	73,521.79	14.83	$	66,151.49	$	1,297.09	2.0%
PUBLIC WORKS	Tradesworker II	$	43,860.00	$	52,917.00	$	61,973.00	$	55,099.41	Tradesworker II	112	$	49,805.08	$	63,501.48	$	77,197.88	4.50	$	56,201.40	$	1,101.99	2.0%
PUBLIC WORKS	Tradesworker II	$	43,860.00	$	52,917.00	$	61,973.00	$	62,060.96	Tradesworker II	112	$	49,805.08	$	63,501.48	$	77,197.88	20.73	$	68,736.55	$	6,675.59	10.8%
PUBLIC WORKS	Tradesworker II	$	43,860.00	$	52,917.00	$	61,973.00	$	56,984.10	Tradesworker II	112	$	49,805.08	$	63,501.48	$	77,197.88	15.50	$	63,960.56	$	6,976.46	12.2%
PUBLIC WORKS	Fleet Mechanic	$	45,900.00	$	55,378.00	$	64,855.00	$	59,054.74	Fleet Technician	113	$	52,295.34	$	66,676.55	$	81,057.77	6.95	$	60,235.83	$	1,181.09	2.0%
UTILITIES	Treatment Plant Operator I	$	45,900.00	$	55,378.00	$	64,855.00	$	61,940.32	Treatment Plant Operator I	114	$	54,910.10	$	70,010.38	$	85,110.66	15.09	$	70,105.46	$	8,165.14	13.2%
UTILITIES	Treatment Plant Operator I	$	45,900.00	$	55,378.00	$	64,855.00	$	68,136.64	Treatment Plant Operator I	114	$	54,910.10	$	70,010.38	$	85,110.66	22.73	$	77,787.02	$	9,650.38	14.2%
Parks & Recreation	Aquatics Specialist	$	43,860.00	$	52,917.00	$	61,973.00	$	61,661.60	Parks and Recreation coordinator	115	$	57,655.61	$	73,510.90	$	89,366.19	27.21	$	71,661.60	$	10,000.00	16.2%
ADMINISTRATION	COMMUNICATIONS COORDINATOR	$	57,120.00	$	68,915.00	$	80,709.00	$	65,000.00	COMMUNICATIONS COORDINATOR	115	$	57,655.61	$	73,510.90	$	89,366.19	0.38	$	66,300.00	$	1,300.00	2.0%
ADMINISTRATION	Executive Assistant to Elected Officials	$	57,120.00	$	68,915.00	$	80,709.00	$	78,668.98	Executive Assistant to Elected Officials	115	$	57,655.61	$	73,510.90	$	89,366.19	2.50	$	80,242.36	$	1,573.38	2.0%
Parks & Recreation	Senior Administrative Specialist - P&R	$	43,860.00	$	52,917.00	$	61,973.00	$	59,884.45	Administrative Coordinator	115	$	57,655.61	$	73,510.90	$	89,366.19	1.34	$	61,082.14	$	1,197.69	2.0%
COMMUNITY DEVELOPMENT	Administrative Coordinator	$	53,040.00	$	63,992.00	$	74,944.00	$	74,870.22	Administrative Coordinator	115	$	57,655.61	$	73,510.90	$	89,366.19	22.51	$	81,453.23	$	6,583.01	8.8%
FINANCE	Accountant	$	53,040.00	$	63,992.00	$	74,944.00	$	63,035.70	Accountant	115	$	57,655.61	$	73,510.90	$	89,366.19	1.32	$	64,296.41	$	1,260.71	2.0%
FINANCE	Senior IT Technician	$	45,900.00	$	55,378.00	$	64,855.00	$	59,262.11	Senior IT Technician	115	$	57,655.61	$	73,510.90	$	89,366.19	7.76	$	65,856.32	$	6,594.21	11.1%
Parks & Recreation	Adult Program Specialist	$	43,860.00	$	52,917.00	$	61,973.00	$	52,696.38	Parks and Recreation coordinator	115	$	57,655.61	$	73,510.90	$	89,366.19	8.06	$	62,696.38	$	10,000.00	19.0%
FINANCE	Accountant	$	53,040.00	$	63,992.00	$	74,944.00	$	61,199.84	Accountant	115	$	57,655.61	$	73,510.90	$	89,366.19	0.87	$	62,423.84	$	1,224.00	2.0%
HUMAN RESOURCES	Human Resources Programs Administr	$	60,180.00	$	72,607.00	$	85,033.00	$	87,575.28	Human Resources Generalist	116	$	60,538.39	$	77,186.45	$	93,834.50	24.85	$	89,326.79	$	1,751.51	2.0%
UTILITIES	Utilities Foreman	$	53,040.00	$	63,992.00	$	74,944.00	$	78,730.08	UTILITIES SUPERVISOR	116	$	60,538.39	$	77,186.45	$	93,834.50	19.98	$	82,717.30	$	3,987.22	5.1%
UTILITIES	Treatment Plant Operator II	$	49,980.00	$	60,300.00	$	70,620.00	$	62,266.88	Treatment Plant Operator II	116	$	60,538.39	$	77,186.45	$	93,834.50	6.97	$	68,270.49	$	6,003.61	9.6%
PUBLIC WORKS	Public Works Coordinator	$	53,040.00	$	63,992.00	$	74,944.00	$	80,000.00	Public Works Coordinator	116	$	60,538.39	$	77,186.45	$	93,834.50	0.19	$	81,600.00	$	1,600.00	2.0%
UTILITIES	Treatment Plant Operator II	$	49,980.00	$	60,300.00	$	70,620.00	$	62,117.95	Treatment Plant Operator II	116	$	60,538.39	$	77,186.45	$	93,834.50	7.66	$	69,035.06	$	6,917.11	11.1%
FINANCE	Purchasing Agent	$	60,180.00	$	72,607.00	$	85,033.00	$	77,911.60	Purchasing Agent	116	$	60,538.39	$	77,186.45	$	93,834.50	1.72	$	79,469.83	$	1,558.23	2.0%
UTILITIES	Utilities Foreman	$	53,040.00	$	63,992.00	$	74,944.00	$	77,967.76	UTILITIES SUPERVISOR	116	$	60,538.39	$	77,186.45	$	93,834.50	19.98	$	82,717.30	$	4,749.54	6.1%
UTILITIES	Utilities Foreman	$	53,040.00	$	63,992.00	$	74,944.00	$	78,734.45	UTILITIES SUPERVISOR	116	$	60,538.39	$	77,186.45	$	93,834.50	22.41	$	85,405.65	$	6,671.20	8.5%
UTILITIES	Treatment Plant Operator II	$	49,980.00	$	60,300.00	$	70,620.00	$	74,193.18	Treatment Plant Operator II	116	$	60,538.39	$	77,186.45	$	93,834.50	23.21	$	84,193.18	$	10,000.00	13.5%
UTILITIES	Utilities Foreman	$	53,040.00	$	63,992.00	$	74,944.00	$	75,671.02	UTILITIES SUPERVISOR	116	$	60,538.39	$	77,186.45	$	93,834.50	18.16	$	80,697.95	$	5,026.93	6.6%
UTILITIES	Utilities Electrician	$	49,980.00	$	60,300.00	$	70,620.00	$	74,125.17	ELECTRICIAN SUPERVISOR	116	$	60,538.39	$	77,186.45	$	93,834.50	4.38	$	75,607.67	$	1,482.50	2.0%
Parks & Recreation	Parks and Recreation Supervisor	$	60,180.00	$	72,607.00	$	85,033.00	$	81,489.98	Parks and Recreation Manager	116	$	60,538.39	$	77,186.45	$	93,834.50	7.18	$	83,119.78	$	1,629.80	2.0%
Parks & Recreation	Parks and Recreation Coordinator	$	53,040.00	$	63,992.00	$	74,944.00	$	61,186.58	Parks and Recreation Manager	116	$	60,538.39	$	77,186.45	$	93,834.50	1.63	$	62,410.31	$	1,223.73	2.0%
Parks & Recreation	Parks and Recreation Coordinator	$	53,040.00	$	63,992.00	$	74,944.00	$	61,150.96	Parks and Recreation Manager	116	$	60,538.39	$	77,186.45	$	93,834.50	4.02	$	64,999.45	$	3,848.49	6.3%
FINANCE	UTILITY BILLING/ACCOUNTING SUPERV	$	69,360.00	$	83,682.00	$	98,003.00	$	83,640.18	Accounting Supervisor	117	$	63,565.31	$	81,045.77	$	98,526.23	4.35	$	85,312.98	$	1,672.80	2.0%
CITY CLERK	Assistant City Clerk	$	57,120.00	$	68,915.00	$	80,709.00	$	66,556.67	Assistant City Clerk	117	$	63,565.31	$	81,045.77	$	98,526.23	7.20	$	71,959.17	$	5,402.50	8.1%

FINANCE	Budget Analyst	$ 45,900.00	$ 55,378.00	$ 64,855.00	$ 62,763.22	Senior Budget Analyst	117	$ 63,565.31	$ 81,045.77	$ 98,526.23	1.93	$ 65,815.11	$ 3,051.89	4.9%
UTILITIES	Chief Plant Operator	$ 57,120.00	$ 68,915.00	$ 80,709.00	$ 84,792.03	Chief Plant Operator	118	$ 66,743.57	$ 85,098.06	$ 103,452.54	24.49	$ 94,792.03	$ 10,000.00	11.8%
COMMUNITY DEVELOPMENT	Mechanical Inspector- On call	-	-	-	$ 84,864.00	MECHANICAL INSPECTOR	120	$ 73,584.79	$ 93,820.61	$ 114,056.42	4.02	$ 86,561.28	$ 1,697.28	2.0%
COMMUNITY DEVELOPMENT	Electrical Inspector	-	-	-	$ 84,864.00	ELECTRICAL INSPECTOR	120	$ 73,584.79	$ 93,820.61	$ 114,056.42	3.48	$ 86,561.28	$ 1,697.28	2.0%
COMMUNITY DEVELOPMENT	Building Inspector	$ 60,180.00	$ 72,607.00	$ 85,033.00	$ 86,561.28	Building Inspector	120	$ 73,584.79	$ 93,820.61	$ 114,056.42	2.61	$ 88,292.51	$ 1,731.23	2.0%
COMMUNITY DEVELOPMENT	PLUMBING INSPECTOR-ON CALL	-	-	-	$ 84,864.00	PLUMBING INSPECTOR	120	$ 73,584.79	$ 93,820.61	$ 114,056.42	1.94	$ 86,561.28	$ 1,697.28	2.0%
COMMUNITY DEVELOPMENT	STRUCTURAL INSPECTOR/PLANS EXAM	$ 75,732.80	$ 82,420.00	$ 89,107.20	$ 64,602.72	STRUCTURAL INSPECTOR/PLANS EXAMINEI	120	$ 73,584.79	$ 93,820.61	$ 114,056.42	10.47	$ 65,894.77	$ 1,292.05	2.0%
PUBLIC WORKS	Field Operations Supervisor - PW	$ 65,280.00	$ 78,759.00	$ 92,238.00	$ 77,895.48	Field Operations Supervisor	120	$ 73,584.79	$ 93,820.61	$ 114,056.42	8.41	$ 84,935.58	$ 7,040.10	9.0%
COMMUNITY DEVELOPMENT	Structural Inspector/Plans Examiner (F	$ 65,280.00	$ 78,759.00	$ 92,238.00	$ 68,584.10	STRUCTURAL INSPECTOR/PLANS EXAMINEI	120	$ 73,584.79	$ 93,820.61	$ 114,056.42	1.22	$ 75,233.63	$ 6,649.53	9.7%
COMMUNITY DEVELOPMENT	PLUMBING INSPECTOR-ON CALL	-	-	-	$ 84,864.00	PLUMBING INSPECTOR	120	$ 73,584.79	$ 93,820.61	$ 114,056.42	3.92	$ 86,561.28	$ 1,697.28	2.0%
UTILITIES	Engineering Inspector	$ 53,040.00	$ 63,992.00	$ 74,944.00	$ 80,264.86	Engineering Inspector/PLANS EXAMINER	121	$ 77,264.03	$ 98,511.64	$ 119,759.25	7.95	$ 88,521.33	$ 8,256.47	10.3%
COMMUNITY DEVELOPMENT	CHIEF ELECTRICAL INSPECTOR	$ 75,732.80	$ 82,420.00	$ 89,107.20	$ 72,776.08	CHIEF ELECTRICAL INSPECTOR	121	$ 77,264.03	$ 98,511.64	$ 119,759.25	3.90	$ 74,231.60	$ 1,455.52	2.0%
COMMUNITY DEVELOPMENT	Assistant Building Official/Chief Plumb	$ 75,732.80	$ 82,420.00	$ 89,107.20	$ 72,776.08	Assistant Building Official	121	$ 77,264.03	$ 98,511.64	$ 119,759.25	16.21	$ 74,231.60	$ 1,455.52	2.0%
COMMUNITY DEVELOPMENT	Chief Structural Inspector (FT)	$ 65,280.00	$ 78,759.00	$ 92,238.00	$ 88,250.24	Chief Structural Inspector	121	$ 77,264.03	$ 98,511.64	$ 119,759.25	3.06	$ 90,015.24	$ 1,765.00	2.0%
UTILITIES	Plant Operations Supervisor	$ 69,360.00	$ 83,682.00	$ 98,003.00	$ 102,956.88	Plant Operations Superintendent - UTIL	122	$ 81,127.23	$ 103,437.22	$ 125,747.21	30.43	$ 112,956.88	$ 10,000.00	9.7%
UTILITIES	Field Operations Supervisor - UTIL	$ 65,280.00	$ 78,759.00	$ 92,238.00	$ 81,159.78	Field Operations Superintendent - UTIL	122	$ 81,127.23	$ 103,437.22	$ 125,747.21	2.24	$ 84,457.20	$ 3,297.42	4.1%
COMMUNITY DEVELOPMENT	Assistant Community Development Dir	$ 76,500.00	$ 92,296.00	$ 108,092.00	$ 104,999.96	Assistant Community Development Directo	124	$ 89,442.77	$ 114,039.53	$ 138,636.30	18.11	$ 114,999.96	$ 10,000.00	9.5%
CITY CLERK	City Clerk	$ 82,620.00	$ 99,680.00	$ 116,740.00	$ 94,553.42	City Clerk	126	$ 98,610.66	$ 125,728.59	$ 152,846.52	1.49	$ 101,302.36	$ 6,748.94	7.1%
PUBLIC WORKS	Field Operations Supervisor - PW	$ 65,280.00	$ 78,759.00	$ 92,238.00	$ 86,024.90	Assistant Public Works Director	126	$ 98,610.66	$ 125,728.59	$ 152,846.52	25.10	$ 98,610.66	$ 12,585.76	14.6%
COMMUNITY DEVELOPMENT	Building Official	$ 97,302.40	$ 105,851.20	$ 114,400.00	$ 79,215.24	Building Official	127	$ 103,541.19	$ 132,015.02	$ 160,488.84	5.11	$ 82,101.45	$ 2,886.21	3.6%
UTILITIES	ASSISTANT UTILITIES DIRECTOR	$ 92,500.00	$ 112,500.00	$ 132,500.00	$ 120,999.84	ASSISTANT UTILITIES DIRECTOR	128	$ 108,718.25	$ 138,615.77	$ 168,513.28	0.53	$ 123,419.84	$ 2,420.00	2.0%
HUMAN RESOURCES	Human Resources Director/Risk Manag	$ 103,020.00	$ 124,293.00	$ 145,565.00	$ 113,622.86	Human Resources Director/Risk Manager	129	$ 114,154.16	$ 145,546.55	$ 176,938.95	1.45	$ 117,194.57	$ 3,571.71	3.1%
COMMUNITY DEVELOPMENT	COMMUNITY DEVELOPMENT DIRECTO	$ 103,020.00	$ 124,293.00	$ 145,565.00	$ 116,728.04	COMMUNITY DEVELOPMENT DIRECTOR	129	$ 114,154.16	$ 145,546.55	$ 176,938.95	7.64	$ 126,728.04	$ 10,000.00	8.6%
Parks & Recreation	Parks and Recreation Director	$ 103,020.00	$ 124,293.00	$ 145,565.00	$ 124,169.50	Parks and Recreation Director	129	$ 114,154.16	$ 145,546.55	$ 176,938.95	3.50	$ 126,652.89	$ 2,483.39	2.0%
UTILITIES	Utilities Director/City Engineer	$ 115,260.00	$ 139,060.00	$ 162,859.00	$ 163,200.18	Utilities Director/City Engineer	130	$ 119,861.87	$ 152,823.88	$ 185,785.90	1.14	$ 166,464.18	$ 3,264.00	2.0%

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Utilities

SUBJECT: Motion to approve and authorize the updated job descriptions and posting for recruitment of positions of Chief Plant Operator in the pay range between $66,743.57 and $85,098.06, and Plant Operations Superintendent, retitled from the position of Plant Operations Supervisor, in the pay range between $81,127.23 and $103,437.22, reflecting the minimum and mid-points of the proposed pay ranges in the Pay and Classification Study.

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of the updated job descriptions and posting for recruitment of positions of Chief Plant Operator in the pay range between $66,743.57 and $85,098.06, and Plant Operations Superintendent, retitled from the position of Plant Operations Supervisor, in the pay range between $81,127.23 and $103,437.22, reflecting the minimum and mid-points of the proposed pay ranges in the Pay and Classification Study.

BACKGROUND OF ITEM:

Mike Aldrich, Chief Treatment Plant Operator (Wastewater), retired on June 21, 2023 after serving the City for 35 years. Likewise, George Garba, Plant Operations Supervisor, has requested his retirement to be effective October 6, 2023, after serving the City for 31 years. Both positions require advanced certifications mandated by the regulatory agencies to operate the City's treatment plants.

Certified / licensed treatment plant operators in the prevailing job-market are in high demand and the positions are difficult to fill. Due to these reasons, the Utilities Department has not been able to recruit such positions, not counting the two (2) high-level vacancies created by the aforementioned retirement.

The current pay ranges for the above two positions are as follows:

Chief Plant Operator:	$57,120 (minimum) - $80,709 (maximum)
Plant Operations Supervisor:	$69,360 (minimum) - $98,003 (maximum)

If we were to use the current salary structure, then in order to stay competitive and attract good applicants, it would have been necessary to offer salaries near the top of the present ranges. This is neither the Commission's desire nor a good policy. Hence, the need for advertising the aforementioned key positions with the pay ranges as recommended in the Pay and Classification Study.

Submitted by Utilities 8-17-23

JOB DECRIPTIONS:

Due to the urgency of posting, the new job descriptions were updated by the Pay and Classification Study Consultant, Evergreens Solutions, LLC (blue font). They were further edited by the Utilities Director (maroon font), which are shown as tracked changes in Exhibits A and Exhibit B for Chief Plant Operator and Plant Operations Superintendent positions, respectively. For comparison purposes, present job descriptions are attached to Exhibit A and Exhibit B also and the footnotes show the year when they were last adopted or updated. Based on prior Commission comments, the Employee Acknowledgement sections have been removed from the proposed and present job descriptions.

FISCAL IMPACT:

Between the current salaries of those two positions and funds set aside for proposed implementation of Pay and Classification Study, there are sufficient funds available in the budget. Additionally, the two incumbents were above of the maximum of their respective pay ranges at the time of retirement.

General Ledger Acct. Number	Budgeted Amount	Current Balance	Requested Amount	Remaining Amount
450-931-512100-535 450-911-512100-533	To be appropriated by Commission	N/A	N/A	N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Exhibit A: Proposed and Present Job Descriptions, Chief Plant Operator
2. Exhibit B: Proposed and Present Job Descriptions, Plant Operations Supervisor, Retitled to Plant Operations Superintendent
3. Exhibit C: Existing and Proposed Pay Grades and Pay Ranges for the Positions of Chief Plant Operator and Plant Operations Supervisor (Retitled to Plant Operations Superintendent)



Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/11/23 01:57 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/17/23 11:38 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	08/17/23 01:12 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/18/23 08:37 AM
Allen, Tedra	END WORKFLOW - APPROVED		08/18/23 08:47 AM

Submitted by Utilities 8-17-23

City of Cooper City, FL
JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Chief Plant Operator

Department: Utilities **FLSA Status:** Non-exempt

JOB SUMMARY

Highly responsible technical and supervisory position involving the administration of daily operations of City's water or wastewater municipal treatment plants independently or in close coordination with the Treatment Plant Superintendent. Reports to the Treatment Plant Superintendent or Utility Director's designee.

ESSENTIAL JOB FUNCTIONS

- Performs work activities associated with the water and/or wastewater treatment plan; provides technical support and guidance for staff under charge.
- Ensures safe, effective operation of plan facilities.
- Conducts frequent and periodic inspections of plant to detect malfunctions, initiates corrective actions in compliance with established regulatory, environmental and department standards.
- Ensures maintenance of accurate and complete records on plant operation and laboratory data.
- Assists in the development and delivery of new worker orientation; ensures proper training and instructions to trainee staff.
- Executes work and maintenance schedules, and ensures that building, grounds and equipment are maintained in proper condition.
- Performs routine laboratory tests and samples according to set test schedules. Reports correct results to the regulatory agencies.
- Assists in formulating and implementing operations rules, methods, techniques and procedures.
- Ensures safe use of all chemical and mechanical treatment related supplies.
- Reads and records daily plant parameters and equipment readings. Makes adjustments to the equipment based on guidelines set by the department.

Approved by City Commission on 8/22/23

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- Performs or coordinates preventive, actual and emergency maintenance on all electrical and mechanical plant systems.
- Supervises subordinate personnel and recommends disciplinary actions in compliance with City's policies and union contract.
- Collects and/or verifies all types of data, signs various reports and transmits to appropriate regulatory agencies.
- Assists in developing project specifications related to treatment plants and all appurtenances, including pumps, motors, SCADA, etc.
- Assists in developing operating and capital budgets in coordination with Treatment Plant Superintendent and Assistant Director.
- Manages consultant and contractors in coordination with Treatment Plant Superintendent and Assistant Director.
- Performs related duties as directed.

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QUALIFICATIONS

Education and Experience:
High school graduation or possession of an acceptable equivalency diploma. Six (6) years' experience in the operation and maintenance of treatment plants; or an equivalent combination of education, training, and experience.

Licenses or Certifications:
Requires minimum 'B' Certification as both Water and Wastewater Treatment Plant Operator. 'A' certification is required for Water Treatment Plant Operator position. Based on the needs of the City, some of these requirements may be relaxed if tangible progress in obtaining the requisite Certifications is shown within six (6) months from the date of hire.

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Special Requirements:

None

Knowledge, Skills and Abilities:

- Knowledge of water and/or wastewater treatment plant operations policies, procedures and methods.
- Knowledge of general math principles and basic chemistry as such applies to treatment plant operations and functions.
- Knowledge of environmental and related regulatory standards governing the operations of a public water/wastewater treatment plant facility.
- Knowledge of City's procurement procedures.
- Ability to effectively operate and utilize modern office technologies, such as computers, standard software applications including but not limited to SCADA, databases, PLC instrumentation and associated peripheral equipment.
- Ability to develop and maintain records and reports in compliance with regulatory standards.

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- Ability to supervise the work of subordinates and provide mentoring guidance for succession planning.

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PHYSICAL DEMANDS

Tasks involve the ability to exert moderate physical effort requiring considerable mobility in moving from one location to another in performance of essential tasks.

Involves various other intermittent physical activities that include, but may not necessarily limited to, climbing, crawling, stooping, kneeling and bending. Work may involve some lifting, carrying, pushing and/or pulling of objects and materials of light to moderate weight (10-40 pounds).

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WORK ENVIRONMENT

Work is performed in a plant facility where there is exposure to various disagreeable environmental factors, e.g., loud noise, toxic/chemical agents, wet surfaces, odors.

The City of Cooper City, Florida has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

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Signature below constitutes employee's understanding of the requirements, essential functions and duties of the position. Employee is expected to adhere to all policies.¶
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Employee Signature . . Date¶
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Supervisor (or HR) Signature . . . . Date ¶
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The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.¶

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COOPER CITY, FLORIDA
CLASS DESCRIPTION

CLASSIFICATION TITLE: CHIEF TREATMENT PLANT OPERATOR

GENRAL DESCRIPTION OF DUTIES

Highly responsible technical and supervisory position involving the administration of daily operations of a water and/or wastewater municipal treatment plant facility.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed therein if such functions are a logical assignment to the position.

- Performs work activities associated with the water and/or wastewater treatment plan; provides technical support and guidance for staff under charge.
- Ensures safe, effective operation of plan facilities.
- Conducts frequent and periodic inspections of plant to detect malfunctions, initiates corrective actions in compliance with established regulatory, environmental and department standards.
- Ensures maintenance of accurate and complete records on plant operation and laboratory data.
- Develops and implements effective delivery of new worker orientation; ensures proper training and instruction to trainee staff through certified personnel.
- Executes work and maintenance schedules, and ensures that building, grounds and equipment are maintained in proper condition.
- Performs routine laboratory tests and samples according to set test schedules.
- Assists in formulating and implementing operations rules, methods, techniques and procedures.
- Ensures safe use of all chemical and mechanical treatment related supplies.
- Reads and records daily plant parameters and equipment readings. Makes adjustments to the equipment based on guidelines set by the department.
- Performs preventive, actual and emergency maintenance on all electrical and mechanical plant systems.
- Performs other duties as directed.

KNOWLEDGE, SKILLS & ABILITIES

- Knowledge of water and/or wastewater treatment plant operations policies, procedures and methods.
- Knowledge of general math principles and basic chemistry as such applies to treatment plant operations and functions.
- Knowledge of environmental and related regulatory standards governing the operations of a public water/wastewater treatment plant facility.
- Ability to develop and maintain records and reports in compliance with regulatory standards.
- Ability to supervise the work of subordinates.

Existing Job Description
Date of Approval or Update: Unknown

CLASSIFICATION TITLE: CHIEF TREATMENT PLANT OPERAT

EDUCATION & EXPERIENCE

High school graduation or possession of an acceptable equivalency diploma. Six (6) years experience in the operation and maintenance of treatment plants; or an equivalent combination of education, training, and experience. Requires minimum 'B' Certifications as both Water and Wastewater Treatment Plant Operator. Prefer 'A' certification in at least one (1) of the disciplines.

PHYSICAL REQUIREMENTS

Tasks involve the ability to exert moderate physical effort requiring considerable mobility in moving from one location to another in performance of essential tasks. Involves various other intermittent physical activities that include, but may not necessarily be limited to, climbing, crawling, stooping, kneeling and bending. Work may involve some lifting, carrying, pushing and/or pulling of objects and materials of light to moderate weight (10-40 pounds). Work is performed in a plant facility where there is exposure to a variety of disagreeable environmental factors, e.g., loud noise, toxic/chemical agents, wet surfaces, odors.

City of Cooper City, FL
JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Plant Operations Superintendent

Department: **Utilities** **FLSA Status: Exempt**

JOB SUMMARY

Highly responsible managerial and technical work in supervising the treatment plant operation, maintenance, improvement, repair, and environmental compliance activities associated with the City's water and wastewater treatment plants. Work is performed independently. Reports to the Assistant Utilities Director or Utilities Director's designee.

ESSENTIAL JOB FUNCTIONS

- Ensures that the treatment facilities are operated and maintained in order to provide constant and reliable water and wastewater service to the City's utility customers, and maintain compliance with all pertinent regulations.
- Formulates and implements operations rules, methods, techniques and procedures including recommending new technology and equipment.
- Plans, organizes, assigns and supervises the work of operators engaged in the treatment of water and wastewater for the City.
- Inspects work for progress and for conformance to established standards; provides technical support and guidance for staff under charge.
- Ensures safe, effective operation and maintenance of plant facilities and deep injection well; may perform preventive, actual and emergency maintenance on all electrical and mechanical plant systems.
- Ensures preparation and maintenance of accurate and complete records on plant operation and laboratory data, including signing and transmittal to the regulatory agencies.
- Supervises and conducts frequent and periodic inspections of plant to detect malfunctions, initiates corrective actions in compliance with established regulatory, environmental and department standards.

Approved by City Commission on 8/22/23

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- Supervises the installation, repair and maintenance of facility equipment and replacement components.
- Participates in applicant reviews, interviews, and makes hiring recommendations.
- Develops and implements effective delivery of new worker orientation; ensures proper training and instructions to trainee staff.
- Conducts and supervises annual performance reviews and recommends disciplinary actions in compliance with the City's policies and labor union contract.
- Tracks various types of permits for compliance and renewals, including signing off, where needed.
- Prepares reports for regulatory agencies and Utilities Department.
- Functions as purchasing agent for supplies, chemicals and equipment for plant operations.
- Applies improved work procedures to assure safety and efficiency of operations; reports unusual problems and suggests remedial solutions.
- Assists in developing plans and project specifications related to maintenance and repairs of treatment plants and all appurtenances, including motors, pumps, SCADA.
- Develops operating and capital budgets in coordination with the Assistant Utilities Director or Utilities Director's designee.
- Reviews plans, diagrams, and related documentation for water and wastewater and related work for conformance to adapted standards and established environmental compliance principles.
- Responds to customers and assists with facilities tours.
- Performs related duties as directed.

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QUALIFICATIONS

Education and Experience:

High school graduation or possession of an acceptable equivalency diploma. Ten (10) years progressively responsible experience in water and wastewater treatment plant operations, including at least five (5) years' experience in a supervisory capacity; or an equivalent combination of education, training, and experience. An Associate's Degree is highly desirable.

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Licenses or Certifications:

Requires 'A' Certification as Water Treatment Plant Operator and 'B' Certification as Wastewater Treatment Plant Operator. Prefer 'A' Certification in both disciplines.

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Special Requirements:

None

Knowledge, Skills and Abilities:

- Knowledge of the materials, methods, practices and equipment used in the operations, maintenance and repair of water and wastewater treatment plants.
- Knowledge of the environmental regulatory standards and compliance principles applicable to a municipal water and wastewater treatment plant operation.
- Knowledge of general math principles and basic chemistry as such applies to treatment plant operations and functions.
- Knowledge of City's procurement procedures.
- Knowledge of City's personnel policies and labor union contract.

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- Ability to plan, assign, coordinate and supervise the work of semi-skilled and certified staff in the efficient delivery and processing of water and wastewater.
- Ability to effectively operate and utilize modern office technologies, such as computers, standard software applications, and associated peripheral equipment.
- Ability to deal effectively and courteously with City officials and the general public.
- Ability to communicate effectively in both oral and written formats.
- Ability to estimate amounts of materials and equipment required for future operations.
- Ability to supervise the maintenance of records and to prepare activity reports.

PHYSICAL DEMANDS

Tasks involve the ability to exert moderate physical effort requiring considerable mobility in moving from one location to another in performance of essential tasks. Involves various other intermittent physical activities that include, but may not necessarily limited to, climbing, crawling, stooping, kneeling and bending. Work may involve some lifting, carrying, pushing and/or pulling of objects and materials of light to moderate weight (10-40 pounds).

WORK ENVIRONMENT

Work is performed in a plant facility where there is exposure to various disagreeable environmental factors, e.g., loud noise, toxic/chemical agents, wet surfaces, odors.

The City of Cooper City, Florida has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

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Signature below constitutes employee's understanding of the requirements, essential functions and duties of the position. Employee is expected to adhere to all policies.¶
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Employee Signature Date¶
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Supervisor (or HR) Signature Date ¶
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The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.¶

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COOPER CITY, FLORIDA
CLASS DESCRIPTION

CLASSIFICATION TITLE: PLANT OPERATIONS SUPERVISOR

GENERAL DESCRIPTION OF DUTIES

Highly responsible managerial and technical work in supervising the treatment plant operation, maintenance, improvement, repair, and environmental compliance activities associated with the City's water and wastewater treatment plants.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

Ensures that the treatment facilities are operated and maintained in order to provide constant and reliable water and wastewater service to the City's utility customers, and maintain compliance with all pertinent regulations.

Formulates and implements operations rules, methods, techniques and procedures.

Plans, organizes, assigns and supervises the work of semi-skilled and certified operators engaged in the treatment of water and wastewater for the City.

Inspects work for progress and for conformance to established standards; provides technical support and guidance for staff under charge.

Ensures safe, effective operation and maintenance of plant facilities; may perform preventive, actual and emergency maintenance on all electrical and mechanical plant systems.

Ensures maintenance of accurate and complete records on plant operation and laboratory data.

Supervises and conducts frequent and periodic inspections of plant to detect malfunctions, initiates corrective actions in compliance with established regulatory, environmental and department standards.

Supervises the installation, repair and maintenance of facility equipment and replacement components.

Develops and implements effective delivery of new worker orientation; ensures proper training and instructions to trainee staff through certified personnel.

Functions as liaison for contracted laboratory services for regulatory compliance purposes and to monitor plant performance.

Ensures safe use of all chemical and mechanical treatment related supplies.

Reads and records daily plant parameters and equipment readings; makes adjustments to the equipment based on guidelines set by the department.

Functions as purchasing agent for supplies, chemicals and equipment for plant operations.

Applies improved work procedures to assure safety and efficiency of operations; reports unusual problems and suggests remedial solutions.

Assists in developing plans for maintenance/repair work; assists with the budget preparation.

Reviews plans, diagrams, and related documentation for water and wastewater and related work for conformance to adapted standards and established environmental compliance principles.

ADDITIONAL FUNCTIONS

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs related duties as directed.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of the materials, methods, practices and equipment used in the operations, maintenance and repair of water and wastewater treatment plants.

Knowledge of the environmental regulatory standards and compliance principles applicable to a municipal water and wastewater treatment plant operation.

Knowledge of general math principles and basic chemistry as such applies to treatment plant operations and functions.

Ability to plan, assign, coordinate and supervise the work of semi-skilled and certified staff in the efficient delivery and processing of water and wastewater.

Ability to effectively operate and utilize modern office technologies, such as computers, standard software applications, and associated peripheral equipment.

Ability to deal effectively and courteously with City officials and the general public.

Ability to communicate effectively in both oral and written formats.

Ability to estimate amounts of materials and equipment required for future operations.

Ability to supervise the maintenance of records and to prepare activity reports.

EDUCATION & EXPERIENCE

Graduation from high school or possession of an acceptable equivalency diploma. Ten (10) years progressively responsible experience in water and wastewater treatment plant operations, including at least five (5) years experience in a supervisory capacity; or an equivalent combination of education, training, and

experience. Requires minimum 'B' Certification as both Water and Wastewater Treatment Plant Operator. Prefer 'A' certification in at least one (1) of the disciplines.

PHYSICAL REQUIREMENTS

Tasks involve the ability to exert moderate physical effort requiring considerable mobility in moving from one location to another in performance of essential tasks. Involves various other intermittent physical activities that include, but may not necessarily limited to, climbing, crawling, stooping, kneeling and bending. Work may involve some lifting, carrying, pushing and/or pulling of objects and materials of light to moderate weight (10-40 pounds). Work is performed in a plant facility where there is exposure to various disagreeable environmental factors, e.g., loud noise, toxic/chemical agents, wet surfaces, odors.

NAME	PRESENT TITLE	GRADE	MIN	MID	MAX	Recommended Classification	Recommended Grade	Recommended Minimum	Recommended Midpoint	Recommended Maximum
George Garba	Plant Operations Supervisor	21	$ 69,360.00	$ 83,682.00	$ 98,003.00	Plant Operations Superintendent - UTIL	122	$ 81,127.23	$ 103,437.22	$ 125,747.21
Mike Aldrich	Chief Plant Operator	18	$ 57,120.00	$ 68,915.00	$ 80,709.00	Chief Plant Operator	118	$ 66,743.57	$ 85,098.06	$ 103,452.54

Extracted from the 12th version of the spreadsheet prepared by the Pay and Chassification Study Consultant, Evergreens Solutions, Inc.

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Administration

SUBJECT: **Resolution 23-18**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE SEVENTH AMENDMENT TO THE ORIGINAL AGREEMENT BETWEEN THE CITY OF COOPER CITY AND WASTE MANAGEMENT, INC. OF FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

CITY MANAGER RECOMMENDATION:
The City Manager Recommends approval of Resolution 23-18, approving a six-month extension to the current Waste Management solid waste contract, from September 30, 2023 until March 31, 2024, due to the exigent and emergency circumstances associated with the timing of the competitive solicitation process.

BACKGROUND OF ITEM:
Having discussed this item over the past several commission meetings, a proposed resolution and seventh amendment agreement are now prepared for action if the Commission so chooses. As previously discussed, we anticipate the RFP for solid waste to go out in August, allowing the Mayor and City Commission to consider an award in late October. Regarding the solicitation process for a new RFP, City staff has been working diligently to work to get the RFP out on the street. This past spring the city manager, finance director, and public works director all left employment of the city. Thankfully, with the assistance of a specialized garbage consultant who worked in the past with the Town of Davie during their most recent RFP, as well as Kirk Buffington and our city staff, we have made good progress toward getting our RFP out for bid. We have at this juncture proposed a draft schedule which includes:

1) Issuing our RFP and advertising on August 9, 2023;
2) RFP proposals due back by September 8, 2023;
3) Review of proposals and selection of candidates for presentations, week of September 11 and week of September 18, 2023;
4) Presentations and Final Rankings, week of September 25th through week of October 9, 2023;

5) Recommendation of Award/Agenda item request by October 17, 2023; and
6) Anticipated award of contract by City Commission by Tuesday, October 24, 2023.

Please note as it relates to future rates for Cooper City residents, staff anticipates the rates for residential garbage and recycling to increase significantly as a result of the upcoming bids. In consultation with our solid waste consultant, many communities are seeing 30-50% increases on customer rates based on recent bidding data and increased costs/etc. related to hauling services. These charges are billed directly to our residents on their monthly city utility bill.

ANALYSIS:
Given the need to go out for bid, and given the fact that the RFP should have gone out for bid at the beginning of 2023; there is now insufficient time for the bid to be received back before the expiration of the current agreement for solid waste. Furthermore, if another vendor is selected as the lowest responsible bidder from this process, several months after award will be needed to secure a contract and to ensure a smooth transition to the new hauler. At this point, there is not enough time left in our current contract to allow for a transition if another hauler is selected. Securing a short-term six-month extension at this time, would avoid a clear and factual threat to public health, welfare, and safety for our residents if garbage were not able to be regularly collected for our citizens starting 10/1/2024. In light of this exigent circumstance, staff recommends the approval of this proposed amendment to the contract for the sake of allowing formal bidding and awarding of the contract, as well as to allow for sufficient transition time should another vendor be selected.

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
Waste Management's proposal for a 6 month extension includes a 5% cost increase for our residents. This cost is a direct pass through to the residents. Below you can see a snapshot of the overall costs of proposed extension:

Garbage and Recyling Rates as June 15, 2023

	Rates	
	Current rate	5% Increase
Garbage	$ 28.39	$ 29.81
Recycle	$ 3.53	$ 3.71
Recycle processing*	$ 2.24	$ 2.24
Total Cost	$ 34.16	$ 35.76

# of Residential Accounts	Current Costs per month	Costs with 5% increase	Increase (1 Month)	Over 6 months
10,875	$ 371,490.00	$ 388,846.50	$ 17,356.50	$ 104,139.00

* The Recyling Processing rate will also be adjusted on October 1, 2023 to reflect the new WM processing rate in the county.
Our rates were also increased by WIN Waste on July 3rd, and there will be a second adjustment on Oct 1st, 2023, based on the new disposal per ton rate.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
N/A	N/A	N/A	N/A

ALTERNATIVES:
NONE AT THIS TIME.

ATTACHMENTS:
1. Resolution 23-18
2. Seventh Amendment (Waste Management)

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	07/28/23 05:46 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/01/23 04:04 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	08/01/23 04:04 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/01/23 04:12 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/01/23 04:25 PM

RESOLUTION NO. 23-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE SEVENTH AMENDMENT TO THE ORIGINAL AGREEMENT BETWEEN THE CITY OF COOPER CITY AND WASTE MANAGEMENT, INC. OF FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about January 23, 2001, the City of Cooper City and Waste Management, Inc. of Florida ("WM") entered into a Collection Services Agreement, whereby the City granted the WM a franchise to serve as the City's solid waste collection services provider (the "Original Agreement"); and

WHEREAS, on or about June 13, 2006, the City and WM entered into the First Amendment to the Original Agreement, thereby extending the initial term of the Original Agreement through June 1, 2009; and

WHEREAS, on or about December 9, 2008, the City and WM entered into the Second Amendment to the Original Agreement, thereby further extending the initial term through June 1, 2012; and

WHEREAS, on or about September 26, 2011, the City and the WM entered into the Third Amendment to the Original Agreement, thereby again extending the initial term through June 1, 2015; and

WHEREAS, on or about March 27, 2012, the City and the WM entered into the Fourth Amendment to the Original Agreement, thereby establishing the City's participation in the WM's Organics Pilot Recycling Pilot Program; and

WHEREAS, on or about April 22, 2014, the City and the WM entered into the Fifth Amendment to the Original Agreement, thereby extending the initial term through June 1, 2018; and

WHEREAS, on or about April 10, 2018, the City and the WM entered into the Sixth Amendment to the Original Agreement, thereby further extending the initial term through September 30, 2023; and

WHEREAS, the City has been working diligently and in good faith to finalize its solid waste competitive solicitation process; however, it is not anticipated to be completed prior to the expiration of the Sixth Amendment; and

WHEREAS, due to the exigent and emergency circumstances associated with the timing of the City's procurement process, the City's professional staff have recommended a limited extension to the Original Agreement; and

WHEREAS, in an effort to ensure no disruption of service, the City and WM have agreed to a six-month extension of the Original Agreement, subject to the terms and conditions set forth herein, in order for the City to finalize its competitive solicitation and award a successor contract for solid waste hauling services; and

WHEREAS, the City Commission finds that entering into the Seventh Amendment to the Original Agreement with WM is in the best interests of the City and will protect the health, safety and welfare of its citizens and residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the Seventh Amendment to the Original Agreement between the City and Waste Management, dated January 23, 2001, attached hereto as Exhibit "A" is hereby approved.

Section 3. That the appropriate City officials are authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

Section 4. **Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5. **Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 6. **Effective Date.** This Resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED this _____ day of _____, 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

APPROVED AS TO LEGAL FORM:

_____
OFFICE OF THE CITY ATTORNEY

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

SEVENTH AMENDMENT TO AGREEMENT

THIS IS A SEVENTH AMENDMENT ("Agreement"), dated this ____ day of _____ 2023, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City)",

and

WASTE MANAGEMENT INC. OF FLORIDA, a corporation whose address is 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431, hereinafter "CONTRACTOR," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties."

WHEREAS, on or about January 23, 2001, the City and CONTRACTOR entered into a Collection Services Agreement, whereby the City granted the CONTRACTOR a franchise to serve as the City's solid waste collection services provider (the "Original Agreement"); and

WHEREAS, on or about June 13, 2006, the City and CONTRACTOR entered into the First Amendment to the Original Agreement, thereby extending the initial term of the Original Agreement through June 1, 2009; and

WHEREAS, on or about December 9, 2008, the City and CONTRACTOR entered into the Second Amendment to the Original Agreement, thereby further extending the initial term through June 1, 2012; and

WHEREAS, on or about September 26, 2011, the City and the CONTRACTOR entered into the Third Amendment to the Original Agreement, thereby again extending the initial term through June 1, 2015; and

WHEREAS, on or about March 27, 2012, the City and the CONTRACTOR entered into the Fourth Amendment to the Original Agreement, thereby establishing the City's participation in the CONTRACTOR's Organics Pilot Recycling Pilot Program; and

WHEREAS, on or about April 22, 2014, the City and the CONTRACTOR entered into the Fifth Amendment to the Original Agreement, thereby extending the initial term through June 1, 2018; and

WHEREAS, on or about April 10, 2018, the City and the CONTRACTOR entered into the Sixth Amendment to the Original Agreement, thereby further extending the initial term through September 30, 2023; and

WHEREAS, the Parties recognize the City's need to competitively bid the services provided by the CONTRACTOR pursuant to the Original Agreement, as amended; and

WHEREAS, the City has been working diligently and in good faith to finalize its solid waste competitive solicitation process; however, it is not anticipated to be completed prior to the expiration of the Sixth Amendment; and

WHEREAS, due to the exigent circumstances associated with the timing of the City's procurement process, the Parties have agreed to a limited, six-month extension of the Original Agreement, subject to the terms and conditions set forth herein, in order for the City to finalize its competitive solicitation and award a successor contract for solid waste hauling services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Seventh Amendment. The Original Agreement and all subsequent amendments are further incorporated by reference into this Seventh Amendment.

Section 2. Renewal Term. The Original Agreement, as amended, is hereby further renewed for a six-month renewal term, which shall commence on October 1, 2023 and shall terminate on March 31, 2024 (the "Renewal Term").

Section 3. In the event that the CONTRACTOR is the prevailing bidder during the City's pending procurement process and the CONTRACTOR is awarded a new collection services agreement by the City Commission, such new agreement shall supersede the Original Agreement, as amended, and the Renewal Term set forth herein shall be terminated upon execution of the new collection services agreement between the Parties. In the event that the CONTRACTOR is not the prevailing bidder during the City's pending procurement process, the CONTRACTOR shall work in good faith with the City and the prevailing bidder to ensure a seamless transition for the City to a new solid waste collection services provider.

Section 4. Rates. Effective October 1, 2023 and for the duration of the Renewal Term, unless terminated earlier pursuant to the Original Agreement, as amended, the current rates for services provided by the CONTRACTOR shall be increased by 5%, as set forth in the attached Exhibit.

Section 5. Section 50(A) of the Original Agreement, as amended by the Fifth Amendment, entitled "Enhancements" is hereby amended to provide, as follows:

A. Education

CONTRACTOR, in coordination with the City, will continue the Annual Scholarship program in the amount of $5,000 per year during the Renewal Term, to be contributed by the CONTRACTOR to the City to help support selected graduating high school seniors with their future higher education aspirations.

Section 6. Scrutinized Companies. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section

287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 7. The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

7.1 Keep and maintain public records required by the CITY to perform the service;

7.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

7.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

7.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
tallen@coopercityfl.org

Section 8. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

8.1 Definitions for this Section:

8.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.

8.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

8.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

8.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

8.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

8.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

8.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 9. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

BY: _____
MAYOR GREG ROSS

ATTEST:

BY: _____
Tedra Allen, City Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
City Attorney

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

WASTE MANAGEMENT, INC. OF FLORIDA

By: _____
Name: _____
Title: _____

City of Cooper City

Solid Waste Collection and Disposal Rate* Schedule

RESIDENTIAL AUTOMATED CURBSIDE CART SERVICE										
Service >	Single Family, Duplex, Triplex		Add'l Cart Collection (per month - limit 1)		Off-Street Collection Premium (unit per month)		Special Items Collection (per cubic yard)		Rollout Cart Replacement (unit/occurrence)	
	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23
Rate/Mo	$ 32.21	$ 33.81	$ 9.68	$ 10.16	$ 30.46	$ 31.98	$ 29.32	$ 30.79	$ 84.95	$ 89.20

COMMERCIAL CONTAINERIZED (NON-COMPACTED)												
Freq >>	1x/wk		2x/wk		3x/wk		4x/wk		5x/wk		6x/wk	
Size (yds)	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23
2	$ 162.10	$ 170.20	$ 310.80	$ 326.34	$ 459.29	$ 482.25	$ 608.01	$ 638.42	$ 756.52	$ 794.35	$ 905.01	$ 950.27
3	$ 214.05	$ 224.75	$ 414.16	$ 434.87	$ 614.35	$ 645.07	$ 814.48	$ 855.21	$ 1,014.62	$ 1,065.35	$ 1,215.00	$ 1,275.76
4	$ 267.73	$ 281.12	$ 519.54	$ 545.52	$ 771.21	$ 809.78	$ 1,022.98	$ 1,074.14	$ 1,274.75	$ 1,338.50	$ 1,526.59	$ 1,602.94
6	$ 376.04	$ 394.84	$ 730.94	$ 767.50	$ 1,085.98	$ 1,140.29	$ 1,440.89	$ 1,512.95	$ 1,795.83	$ 1,885.64	$ 2,150.72	$ 2,258.28
8	$ 483.08	$ 507.24	$ 941.14	$ 988.21	$ 1,399.31	$ 1,469.29	$ 1,857.31	$ 1,950.20	$ 2,315.50	$ 2,431.29	$ 2,773.62	$ 2,912.32

COMMERCIAL CONTAINERIZED (COMPACTED)												
Freq >>	1x/wk		2x/wk		3x/wk		4x/wk		5x/wk		6x/wk	
Size (yds)	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23
2	$ 417.38	$ 438.24	$ 673.97	$ 707.69	$ 930.33	$ 976.85	$ 1,186.90	$ 1,246.27	$ 1,443.27	$ 1,515.45	$ 1,699.63	$ 1,784.65
3	$ 521.07	$ 547.11	$ 880.72	$ 924.76	$ 1,240.38	$ 1,302.42	$ 1,600.06	$ 1,680.10	$ 1,959.73	$ 2,057.74	$ 2,319.62	$ 2,435.64
4	$ 626.68	$ 658.03	$ 1,089.66	$ 1,144.17	$ 1,552.39	$ 1,630.05	$ 2,015.38	$ 2,116.20	$ 2,478.36	$ 2,602.34	$ 2,941.41	$ 3,088.56
6	$ 911.80	$ 957.39	$ 1,581.20	$ 1,660.30	$ 2,250.79	$ 2,363.37	$ 2,920.22	$ 3,066.31	$ 3,589.61	$ 3,769.16	$ 4,258.96	$ 4,472.02

*Disposal charges may change

City of Cooper City

Solid Waste Collection and Disposal Rate* Schedule

OTHER SERVICES - RESIDENTIAL AND COMMERCIAL CONTAINERIZED												
Residential Containerized Only					Residential & Commercial Containerized							
Service >>	Bulk Services (per unit)		Recycling Services (per unit)		Casters (per Mo, per Cont)		Container Rollout (per Svc)		Locking (per Mo. Per Cont)		Snapshot - CLEAN (per occurence)	
	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23
Rate/Mo	$ 3.79	$ 3.98	$ 2.18	$ 2.29	$ 13.15	$ 13.81	$ 26.31	$ 27.63	$ 26.31	$ 27.63	$ 175.00	$ 175.00

ROLLOFF SERVICES						
Service >>	Solid Waste (MSW) (Rate/Pull)[1]		Const & Demo (C&D) (Rate/Pull)[2]		Maintenance (per container/month)	
	7/3/23	10/1/23	7/3/23	10/1/23	7/3/23	10/1/23
All Sizes	$ 298.27	$ 313.18	$ 298.27	$ 313.18	$ 182.66	$ 191.79

[1] - Plus disposal based on weight at the current disposal rate per ton

[2] - Plus disposal based on weight at the current disposal rate per yard

Cooper City

CPI Effective date		Start 6/1/18	10/1/18	10/1/19	10/1/20	10/1/21	10/1/22	7/3/23	10/1/23
CPI - WST (CUUR0000SEHG)									
12-month Average Percent Change - June through May			*3.14%*	*3.72%*	*2.98%*	*3.39%*	*3.82%*	*0.00%*	*5.00%*
DISPOSAL RATE PER TON		*$ 43.98*	*$ 45.02*	*$ 45.86*	*$ 46.57*	*$ 47.79*	*$ 50.18*	*$ 51.68*	*$ 54.26*
MAX RATE ADJUSTMENT =	*5.0%*	**OF PRIOR YEARS RATE (formulas below will automatically calculate)**							
Residential Curbside:									
SF, Duplex, Triplex	**TPH/Yr**	1.970							
	Collection	$ 19.58	$ 19.58	$ 20.31	$ 20.92	$ 21.62	$ 22.45	$ 22.45	$ 23.57
	Disposal	$ 8.30	$ 8.50	$ 8.66	$ 8.79	$ 9.02	$ 9.47	$ 9.76	$ 10.24
	TOTAL	**$ 27.88**	$ 28.08	$ 28.97	$ 29.71	$ 30.64	$ 31.92	$ 32.21	$ 33.81
Additional Cart Collection:	TOTAL	**$ 8.44**	$ 8.44	$ 8.75	$ 9.01	$ 9.32	$ 9.68	$ 9.68	$ 10.16
Off-Street Collection (per yd)	TOTAL	**$ 26.57**	$ 26.57	$ 27.56	$ 28.38	$ 29.34	$ 30.46	$ 30.46	$ 31.98
Special Items Collection (yd)	TOTAL	**$ 25.57**	$ 25.57	$ 26.52	$ 27.31	$ 28.24	$ 29.32	$ 29.32	$ 30.79
Cart Replacement (occurence)	TOTAL	**$ 74.10**	$ 74.10	$ 76.85	$ 79.14	$ 81.82	$ 84.95	$ 84.95	$ 89.20
RecycleBank Program (per mo)	TOTAL	**$ 0.43**	$ 0.43	$ 0.45	$ 0.46	$ 0.48	$ 0.50	$ 0.50	$ 0.53
Residential & Commercial Containerized Rates									
	LBS/YD	115.00							
MF 2yd-1x/wk	Collection	$ 109.95	$ 113.41	$ 117.63	$ 121.13	$ 125.24	$ 130.03	$ 130.03	$ 136.53
	Disposal	$ 21.92	$ 22.43	$ 22.85	$ 23.21	$ 23.81	$ 25.00	$ 32.07	$ 33.67
	TOTAL	**$ 131.87**	$ 135.84	$ 140.48	$ 144.34	$ 149.05	$ 155.03	$ 162.10	$ 170.20
MF 2yd-2x/wk	Collection	$ 208.58	$ 215.14	$ 223.14	$ 229.78	$ 237.57	$ 246.66	$ 246.66	$ 258.99
	Disposal	$ 43.83	$ 44.87	$ 45.70	$ 46.41	$ 47.63	$ 50.01	$ 64.14	$ 67.35
	TOTAL	**$ 252.41**	$ 260.01	$ 268.84	$ 276.19	$ 285.20	$ 296.67	$ 310.80	$ 326.34
MF 2yd-3x/wk	Collection	$ 307.03	$ 316.68	$ 328.45	$ 338.23	$ 349.70	$ 363.08	$ 363.08	$ 381.23
	Disposal	$ 65.75	$ 67.30	$ 68.56	$ 69.62	$ 71.44	$ 75.01	$ 96.21	$ 101.02
	TOTAL	**$ 372.78**	$ 383.98	$ 397.01	$ 407.85	$ 421.14	$ 438.09	$ 459.29	$ 482.25
MF 2yd-4x/wk	Collection	$ 405.68	$ 418.43	$ 433.99	$ 446.91	$ 462.06	$ 479.73	$ 479.73	$ 503.72
	Disposal	$ 87.66	$ 89.73	$ 91.41	$ 92.82	$ 95.25	$ 100.02	$ 128.28	$ 134.70
	TOTAL	**$ 493.34**	$ 508.16	$ 525.40	$ 539.73	$ 557.31	$ 579.75	$ 608.01	$ 638.42
MF 2yd-5x/wk	Collection	$ 504.14	$ 519.99	$ 539.32	$ 555.38	$ 574.21	$ 596.17	$ 596.17	$ 625.98
	Disposal	$ 109.58	$ 112.17	$ 114.26	$ 116.03	$ 119.07	$ 125.02	$ 160.35	$ 168.37
	TOTAL	**$ 613.72**	$ 632.16	$ 653.58	$ 671.41	$ 693.28	$ 721.19	$ 756.52	$ 794.35
MF 2yd-6x/wk	Collection	$ 602.59	$ 621.53	$ 644.64	$ 663.83	$ 686.34	$ 712.59	$ 712.59	$ 748.22
	Disposal	$ 131.49	$ 134.60	$ 137.11	$ 139.23	$ 142.88	$ 150.03	$ 192.42	$ 202.05
	TOTAL	**$ 734.08**	$ 756.13	$ 781.75	$ 803.06	$ 829.22	$ 862.62	$ 905.01	$ 950.27
MF 3yd-1x/wk	Collection	$ 140.33	$ 144.74	$ 150.12	$ 154.59	$ 159.83	$ 165.94	$ 165.94	$ 174.24
	Disposal	$ 32.87	$ 33.65	$ 34.28	$ 34.81	$ 35.72	$ 37.51	$ 48.11	$ 50.51
	TOTAL	**$ 173.20**	$ 178.39	$ 184.40	$ 189.40	$ 195.55	$ 203.45	$ 214.05	$ 224.75
MF 3yd-2x/wk	Collection	$ 268.88	$ 277.33	$ 287.64	$ 296.20	$ 306.24	$ 317.95	$ 317.95	$ 333.85
	Disposal	$ 65.75	$ 67.30	$ 68.56	$ 69.62	$ 71.44	$ 75.01	$ 96.21	$ 101.02
	TOTAL	**$ 334.63**	$ 344.63	$ 356.20	$ 365.82	$ 377.68	$ 392.96	$ 414.16	$ 434.87
MF 3yd-3x/wk	Collection	$ 397.46	$ 409.96	$ 425.20	$ 437.86	$ 452.71	$ 470.03	$ 470.03	$ 493.53
	Disposal	$ 98.62	$ 100.95	$ 102.83	$ 104.43	$ 107.16	$ 112.52	$ 144.32	$ 151.54
	TOTAL	**$ 496.08**	$ 510.91	$ 528.03	$ 542.29	$ 559.87	$ 582.55	$ 614.35	$ 645.07
MF 3yd-4x/wk	Collection	$ 526.03	$ 542.57	$ 562.74	$ 579.49	$ 599.14	$ 622.06	$ 622.06	$ 653.16
	Disposal	$ 131.49	$ 134.60	$ 137.11	$ 139.23	$ 142.88	$ 150.03	$ 192.42	$ 202.05
	TOTAL	**$ 657.52**	$ 677.17	$ 699.85	$ 718.72	$ 742.02	$ 772.09	$ 814.48	$ 855.21
MF 3yd-5x/wk	Collection	$ 654.59	$ 675.17	$ 700.27	$ 721.12	$ 745.57	$ 774.09	$ 774.09	$ 812.79
	Disposal	$ 164.36	$ 168.25	$ 171.39	$ 174.04	$ 178.60	$ 187.53	$ 240.53	$ 252.56
	TOTAL	**$ 818.95**	$ 843.42	$ 871.66	$ 895.16	$ 924.17	$ 961.62	$ 1,014.62	$ 1,065.35
MF 3yd-6x/wk	Collection	$ 783.36	$ 807.99	$ 838.03	$ 862.98	$ 892.24	$ 926.37	$ 926.37	$ 972.69
	Disposal	$ 197.24	$ 201.90	$ 205.67	$ 208.85	$ 214.32	$ 225.04	$ 288.63	$ 303.07
	TOTAL	**$ 980.60**	$ 1,009.89	$ 1,043.70	$ 1,071.83	$ 1,106.56	$ 1,151.41	$ 1,215.00	$ 1,275.76
MF 4yd-1x/wk	Collection	$ 172.17	$ 177.58	$ 184.18	$ 189.66	$ 196.09	$ 203.59	$ 203.59	$ 1289

Cooper City

CPI Effective date		Start 6/1/18	10/1/18	10/1/19	10/1/20	10/1/21	10/1/22	7/3/23	10/1/23
	Disposal	$ 43.83	$ 44.87	$ 45.70	$ 46.41	$ 47.63	$ 50.01	$ 64.14	$ 67.35
	TOTAL	**$ 216.00**	$ 222.45	$ 229.88	$ 236.07	$ 243.72	$ 253.60	$ 267.73	$ 281.12
MF 4yd-2x/wk	Collection	$ 330.86	$ 341.26	$ 353.95	$ 364.49	$ 376.85	$ 391.26	$ 391.26	$ 410.82
	Disposal	$ 87.66	$ 89.73	$ 91.41	$ 92.82	$ 95.25	$ 100.02	$ 128.28	$ 134.70
	TOTAL	**$ 418.52**	$ 430.99	$ 445.36	$ 457.31	$ 472.10	$ 491.28	$ 519.54	$ 545.52
MF 4yd-3x/wk	Collection	$ 489.44	$ 504.83	$ 523.60	$ 539.19	$ 557.47	$ 578.79	$ 578.79	$ 607.73
	Disposal	$ 131.49	$ 134.60	$ 137.11	$ 139.23	$ 142.88	$ 150.03	$ 192.42	$ 202.05
	TOTAL	**$ 620.93**	$ 639.43	$ 660.71	$ 678.42	$ 700.35	$ 728.82	$ 771.21	$ 809.78
MF 4yd-4x/wk	Collection	$ 648.11	$ 668.49	$ 693.34	$ 713.98	$ 738.19	$ 766.42	$ 766.42	$ 804.74
	Disposal	$ 175.32	$ 179.47	$ 182.81	$ 185.64	$ 190.51	$ 200.04	$ 256.56	$ 269.40
	TOTAL	**$ 823.43**	$ 847.96	$ 876.15	$ 899.62	$ 928.70	$ 966.46	$ 1,022.98	$ 1,074.14
MF 4yd-5x/wk	Collection	$ 806.78	$ 832.14	$ 863.08	$ 888.77	$ 918.90	$ 954.05	$ 954.05	$ 1,001.75
	Disposal	$ 219.15	$ 224.33	$ 228.52	$ 232.06	$ 238.14	$ 250.04	$ 320.70	$ 336.75
	TOTAL	**$ 1,025.93**	$ 1,056.47	$ 1,091.60	$ 1,120.83	$ 1,157.04	$ 1,204.09	$ 1,274.75	$ 1,338.50
MF 4yd-6x/wk	Collection	$ 965.51	$ 995.86	$ 1,032.88	$ 1,063.63	$ 1,099.69	$ 1,141.75	$ 1,141.75	$ 1,198.84
	Disposal	$ 262.98	$ 269.20	$ 274.22	$ 278.47	$ 285.76	$ 300.05	$ 384.84	$ 404.10
	TOTAL	**$ 1,228.49**	$ 1,265.06	$ 1,307.10	$ 1,342.10	$ 1,385.45	$ 1,441.80	$ 1,526.59	$ 1,602.94
MF 6yd-1x/wk	Collection	$ 236.63	$ 244.07	$ 253.14	$ 260.68	$ 269.52	$ 279.83	$ 279.83	$ 293.82
	Disposal	$ 65.75	$ 67.30	$ 68.56	$ 69.62	$ 71.44	$ 75.01	$ 96.21	$ 101.02
	TOTAL	**$ 302.38**	$ 311.37	$ 321.70	$ 330.30	$ 340.96	$ 354.84	$ 376.04	$ 394.84
MF 6yd-2x/wk	Collection	$ 455.39	$ 469.71	$ 487.17	$ 501.67	$ 518.68	$ 538.52	$ 538.52	$ 565.45
	Disposal	$ 131.49	$ 134.60	$ 137.11	$ 139.23	$ 142.88	$ 150.03	$ 192.42	$ 202.05
	TOTAL	**$ 586.88**	$ 604.31	$ 624.28	$ 640.90	$ 661.56	$ 688.55	$ 730.94	$ 767.50
MF 6yd-3x/wk	Collection	$ 674.27	$ 695.47	$ 721.33	$ 742.80	$ 767.98	$ 797.35	$ 797.35	$ 837.22
	Disposal	$ 197.24	$ 201.90	$ 205.67	$ 208.85	$ 214.32	$ 225.04	$ 288.63	$ 303.07
	TOTAL	**$ 871.51**	$ 897.37	$ 927.00	$ 951.65	$ 982.30	$ 1,022.39	$ 1,085.98	$ 1,140.29
MF 6yd-4x/wk	Collection	$ 893.04	$ 921.12	$ 955.36	$ 983.80	$ 1,017.15	$ 1,056.05	$ 1,056.05	$ 1,108.85
	Disposal	$ 262.98	$ 269.20	$ 274.22	$ 278.47	$ 285.76	$ 300.05	$ 384.84	$ 404.10
	TOTAL	**$ 1,156.02**	$ 1,190.32	$ 1,229.58	$ 1,262.27	$ 1,302.91	$ 1,356.10	$ 1,440.89	$ 1,512.95
MF 6yd-5x/wk	Collection	$ 1,111.82	$ 1,146.77	$ 1,189.40	$ 1,224.81	$ 1,266.34	$ 1,314.78	$ 1,314.78	$ 1,380.52
	Disposal	$ 328.73	$ 336.50	$ 342.78	$ 348.08	$ 357.20	$ 375.07	$ 481.05	$ 505.12
	TOTAL	**$ 1,440.55**	$ 1,483.27	$ 1,532.18	$ 1,572.89	$ 1,623.54	$ 1,689.85	$ 1,795.83	$ 1,885.64
MF 6yd-6x/wk	Collection	$ 1,330.56	$ 1,372.39	$ 1,423.41	$ 1,465.79	$ 1,515.49	$ 1,573.46	$ 1,573.46	$ 1,652.13
	Disposal	$ 394.47	$ 403.80	$ 411.33	$ 417.70	$ 428.64	$ 450.08	$ 577.26	$ 606.15
	TOTAL	**$ 1,725.03**	$ 1,776.19	$ 1,834.74	$ 1,883.49	$ 1,944.13	$ 2,023.54	$ 2,150.72	$ 2,258.28
MF 8yd-1x/wk	Collection	$ 300.03	$ 309.46	$ 320.96	$ 330.52	$ 341.73	$ 354.80	$ 354.80	$ 372.54
	Disposal	$ 87.66	$ 89.73	$ 91.41	$ 92.82	$ 95.25	$ 100.02	$ 128.28	$ 134.70
	TOTAL	**$ 387.69**	$ 399.19	$ 412.37	$ 423.34	$ 436.98	$ 454.82	$ 483.08	$ 507.24
MF 8yd-2x/wk	Collection	$ 578.90	$ 597.10	$ 619.30	$ 637.74	$ 659.36	$ 684.58	$ 684.58	$ 718.81
	Disposal	$ 175.32	$ 179.47	$ 182.81	$ 185.64	$ 190.51	$ 200.04	$ 256.56	$ 269.40
	TOTAL	**$ 754.22**	$ 776.57	$ 802.11	$ 823.38	$ 849.87	$ 884.62	$ 941.14	$ 988.21
MF 8yd-3x/wk	Collection	$ 857.87	$ 884.84	$ 917.74	$ 945.06	$ 977.10	$ 1,014.47	$ 1,014.47	$ 1,065.19
	Disposal	$ 262.98	$ 269.20	$ 274.22	$ 278.47	$ 285.76	$ 300.05	$ 384.84	$ 404.10
	TOTAL	**$ 1,120.85**	$ 1,154.04	$ 1,191.96	$ 1,223.53	$ 1,262.86	$ 1,314.52	$ 1,399.31	$ 1,469.29
MF 8yd-4x/wk	Collection	$ 1,136.69	$ 1,172.43	$ 1,216.02	$ 1,252.22	$ 1,294.67	$ 1,344.19	$ 1,344.19	$ 1,411.40
	Disposal	$ 350.64	$ 358.93	$ 365.63	$ 371.29	$ 381.02	$ 400.07	$ 513.12	$ 538.80
	TOTAL	**$ 1,487.33**	$ 1,531.36	$ 1,581.65	$ 1,623.51	$ 1,675.69	$ 1,744.26	$ 1,857.31	$ 1,950.20
MF 8yd-5x/wk	Collection	$ 1,415.67	$ 1,460.18	$ 1,514.46	$ 1,559.55	$ 1,612.42	$ 1,674.09	$ 1,674.09	$ 1,757.79
	Disposal	$ 438.30	$ 448.66	$ 457.04	$ 464.11	$ 476.27	$ 500.09	$ 641.41	$ 673.50
	TOTAL	**$ 1,853.97**	$ 1,908.84	$ 1,971.50	$ 2,023.66	$ 2,088.69	$ 2,174.18	$ 2,315.50	$ 2,431.29
MF 8yd-6x/wk	Collection	$ 1,694.59	$ 1,747.87	$ 1,812.85	$ 1,866.82	$ 1,930.11	$ 2,003.93	$ 2,003.93	$ 2,104.13
	Disposal	$ 525.96	$ 538.40	$ 548.44	$ 556.93	$ 571.52	$ 600.11	$ 769.69	$ 808.19
	TOTAL	**$ 2,220.55**	$ 2,286.27	$ 2,361.29	$ 2,423.75	$ 2,501.63	$ 2,604.04	$ 2,773.62	$ 2,912.32

Residential & Commercial Containerized Compaction Rates

		LBS/YD 460.00	Compaction 4.0						
MF 2yd-1x/wk - Comp	Collection	$ 120.91	$ 124.71	$ 129.35	$ 133.20	$ 137.72	$ 142.99	$ 142.99	$ 150.14
	Disposal	$ 87.68	$ 89.72	$ 91.40	$ 92.84	$ 95.24	$ 100.00	$ 128.28	$ 134.68
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 332.15**	$ 341.87	$ 352.93	$ 362.16	$ 373.69	$ 389.10	$ 417.38	$ 438.24
MF 2yd-2x/wk - Comp	Collection	$ 229.42	$ 236.63	$ 245.43	$ 252.74	$ 261.31	$ 271.30	$ 271.30	$ 284.87
	Disposal	$ 175.32	$ 179.48	$ 182.80	$ 185.64	$ 190.52	$ 200.04	$ 256.56	$ [illegible]0

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Cooper City

CPI Effective date		Start 6/1/18	10/1/18	10/1/19	10/1/20	10/1/21	10/1/22	7/3/23	10/1/23
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 528.30**	$ 543.55	$ 560.41	$ 574.50	$ 592.56	$ 617.45	$ 673.97	$ 707.69
MF 2yd-3x/wk - Comp	Collection	$ 337.73	$ 348.35	$ 361.30	$ 372.06	$ 384.67	$ 399.38	$ 399.38	$ 419.35
	Disposal	$ 263.00	$ 269.20	$ 274.24	$ 278.48	$ 285.76	$ 300.04	$ 384.84	$ 404.08
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 724.29**	$ 744.99	$ 767.72	$ 786.66	$ 811.16	$ 845.53	$ 930.33	$ 976.85
MF 2yd-4x/wk - Comp	Collection	$ 446.21	$ 460.24	$ 477.35	$ 491.56	$ 508.23	$ 527.67	$ 527.67	$ 554.05
	Disposal	$ 350.64	$ 358.92	$ 365.64	$ 371.28	$ 381.00	$ 400.08	$ 513.12	$ 538.80
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 920.41**	$ 946.60	$ 975.17	$ 998.96	$ 1,029.96	$ 1,073.86	$ 1,186.90	$ 1,246.27
MF 2yd-5x/wk - Comp	Collection	$ 554.54	$ 571.97	$ 593.23	$ 610.89	$ 631.60	$ 655.76	$ 655.76	$ 688.55
	Disposal	$ 438.32	$ 448.68	$ 457.04	$ 464.12	$ 476.28	$ 500.08	$ 641.40	$ 673.48
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 1,116.42**	$ 1,148.09	$ 1,182.45	$ 1,211.13	$ 1,248.61	$ 1,301.95	$ 1,443.27	$ 1,515.45
MF 2yd-6x/wk - Comp	Collection	$ 662.83	$ 683.67	$ 709.09	$ 730.20	$ 754.96	$ 783.84	$ 783.84	$ 823.03
	Disposal	$ 525.96	$ 538.40	$ 548.44	$ 556.92	$ 571.52	$ 600.12	$ 769.68	$ 808.20
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 1,312.35**	$ 1,349.51	$ 1,389.71	$ 1,423.24	$ 1,467.21	$ 1,530.07	$ 1,699.63	$ 1,784.65
MF 3yd-1x/wk - Comp	Collection	$ 154.35	$ 159.20	$ 165.12	$ 170.04	$ 175.80	$ 182.52	$ 182.52	$ 191.65
	Disposal	$ 131.48	$ 134.60	$ 137.12	$ 139.24	$ 142.88	$ 150.04	$ 192.44	$ 202.04
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 409.39**	$ 421.24	$ 434.42	$ 445.40	$ 459.41	$ 478.67	$ 521.07	$ 547.11
MF 3yd-2x/wk - Comp	Collection	$ 295.77	$ 305.07	$ 316.41	$ 325.83	$ 336.88	$ 349.77	$ 349.77	$ 367.26
	Disposal	$ 263.00	$ 269.20	$ 274.24	$ 278.48	$ 285.76	$ 300.04	$ 384.84	$ 404.08
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 682.33**	$ 701.71	$ 722.83	$ 740.43	$ 763.37	$ 795.92	$ 880.72	$ 924.76
MF 3yd-3x/wk - Comp	Collection	$ 437.19	$ 450.93	$ 467.69	$ 481.61	$ 497.94	$ 516.99	$ 516.99	$ 542.84
	Disposal	$ 394.48	$ 403.80	$ 411.32	$ 417.72	$ 428.64	$ 450.08	$ 577.28	$ 606.16
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 955.23**	$ 982.17	$ 1,011.19	$ 1,035.45	$ 1,067.31	$ 1,113.18	$ 1,240.38	$ 1,302.42
MF 3yd-4x/wk - Comp	Collection	$ 578.64	$ 596.83	$ 619.02	$ 637.45	$ 659.06	$ 684.27	$ 684.27	$ 718.48
	Disposal	$ 525.96	$ 538.40	$ 548.44	$ 556.92	$ 571.52	$ 600.12	$ 769.68	$ 808.20
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 1,228.16**	$ 1,262.67	$ 1,299.64	$ 1,330.49	$ 1,371.31	$ 1,430.50	$ 1,600.06	$ 1,680.10
MF 3yd-5x/wk - Comp	Collection	$ 720.06	$ 742.70	$ 770.31	$ 793.24	$ 820.13	$ 851.50	$ 851.50	$ 894.08
	Disposal	$ 657.44	$ 673.00	$ 685.56	$ 696.16	$ 714.40	$ 750.12	$ 962.12	$ 1,010.24
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 1,501.06**	$ 1,543.14	$ 1,588.05	$ 1,625.52	$ 1,675.26	$ 1,747.73	$ 1,959.73	$ 2,057.74
MF 3yd-6x/wk - Comp	Collection	$ 861.70	$ 888.79	$ 921.83	$ 949.27	$ 981.45	$ 1,018.99	$ 1,018.99	$ 1,069.94
	Disposal	$ 788.96	$ 807.60	$ 822.68	$ 835.40	$ 857.28	$ 900.16	$ 1,154.52	$ 1,212.28
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 1,774.22**	$ 1,823.83	$ 1,876.69	$ 1,920.79	$ 1,979.46	$ 2,065.26	$ 2,319.62	$ 2,435.64
MF 4yd-1x/wk - Comp	Collection	$ 189.43	$ 195.39	$ 202.65	$ 208.68	$ 215.76	$ 224.01	$ 224.01	$ 235.21
	Disposal	$ 175.32	$ 179.48	$ 182.80	$ 185.64	$ 190.52	$ 200.04	$ 256.56	$ 269.40
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 488.31**	$ 502.31	$ 517.63	$ 530.44	$ 547.01	$ 570.16	$ 626.68	$ 658.03
MF 4yd-2x/wk - Comp	Collection	$ 363.99	$ 375.43	$ 389.39	$ 400.98	$ 414.57	$ 430.43	$ 430.43	$ 451.95
	Disposal	$ 350.64	$ 358.92	$ 365.64	$ 371.28	$ 381.00	$ 400.08	$ 513.12	$ 538.80
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 838.19**	$ 861.79	$ 887.21	$ 908.38	$ 936.30	$ 976.62	$ 1,089.66	$ 1,144.17
MF 4yd-3x/wk - Comp	Collection	$ 538.34	$ 555.26	$ 575.90	$ 593.04	$ 613.15	$ 636.60	$ 636.60	$ 668.43
	Disposal	$ 525.96	$ 538.40	$ 548.44	$ 556.92	$ 571.52	$ 600.12	$ 769.68	$ 808.20
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 1,187.86**	$ 1,221.10	$ 1,256.52	$ 1,286.08	$ 1,325.40	$ 1,382.83	$ 1,552.39	$ 1,630.05
MF 4yd-4x/wk - Comp	Collection	$ 712.89	$ 735.30	$ 762.64	$ 785.34	$ 811.97	$ 843.03	$ 843.03	$ 885.18
	Disposal	$ 701.28	$ 717.88	$ 731.24	$ 742.56	$ 762.04	$ 800.16	$ 1,026.24	$ 1,077.60
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 1,537.73**	$ 1,580.62	$ 1,626.06	$ 1,664.02	$ 1,714.74	$ 1,789.30	$ 2,015.38	$ 2,116.20
MF 4yd-5x/wk - Comp	Collection	$ 887.45	$ 915.35	$ 949.38	$ 977.64	$ 1,010.79	$ 1,049.45	$ 1,049.45	$ 1,101.92
	Disposal	$ 876.60	$ 897.32	$ 914.08	$ 928.24	$ 952.56	$ 1,000.16	$ 1,282.80	$ 1,347.00
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 1,887.61**	$ 1,940.11	$ 1,995.64	$ 2,042.00	$ 2,104.08	$ 2,195.72	$ 2,478.36	$ 2,602.34
MF 4yd-6x/wk - Comp	Collection	$ 1,062.06	$ 1,095.45	$ 1,136.18	$ 1,170.00	$ 1,209.67	$ 1,255.94	$ 1,255.94	$ [illegible]74

Cooper City

CPI Effective date		Start 6/1/18	10/1/18	10/1/19	10/1/20	10/1/21	10/1/22	7/3/23	10/1/23
	Disposal	$ 1,051.92	$ 1,076.80	$ 1,096.88	$ 1,113.88	$ 1,143.04	$ 1,200.20	$ 1,539.36	$ 1,616.40
	Maintenance	$ 123.56	$ 127.44	$ 132.18	$ 136.12	$ 140.73	$ 146.11	$ 146.11	$ 153.42
	TOTAL	**$ 2,237.54**	$ 2,299.69	$ 2,365.24	$ 2,420.00	$ 2,493.44	$ 2,602.25	$ 2,941.41	$ 3,088.56
MF 6yd-1x/wk - Comp	Collection	$ 260.29	$ 268.47	$ 278.45	$ 286.74	$ 296.46	$ 307.80	$ 307.80	$ 323.19
	Disposal	$ 263.00	$ 269.20	$ 274.24	$ 278.48	$ 285.76	$ 300.04	$ 384.84	$ 404.08
	Maintenance	$ 185.33	$ 191.16	$ 198.27	$ 204.17	$ 211.09	$ 219.16	$ 219.16	$ 230.12
	TOTAL	**$ 708.62**	$ 728.83	$ 750.96	$ 769.39	$ 793.31	$ 827.00	$ 911.80	$ 957.39
MF 6yd-2x/wk - Comp	Collection	$ 500.92	$ 516.67	$ 535.88	$ 551.83	$ 570.54	$ 592.36	$ 592.36	$ 621.98
	Disposal	$ 525.96	$ 538.40	$ 548.44	$ 556.92	$ 571.52	$ 600.12	$ 769.68	$ 808.20
	Maintenance	$ 185.33	$ 191.16	$ 198.27	$ 204.17	$ 211.09	$ 219.16	$ 219.16	$ 230.12
	TOTAL	**$ 1,212.21**	$ 1,246.23	$ 1,282.59	$ 1,312.92	$ 1,353.15	$ 1,411.64	$ 1,581.20	$ 1,660.30
MF 6yd-3x/wk - Comp	Collection	$ 741.72	$ 765.04	$ 793.48	$ 817.10	$ 844.80	$ 877.11	$ 877.11	$ 920.97
	Disposal	$ 788.96	$ 807.60	$ 822.68	$ 835.40	$ 857.28	$ 900.16	$ 1,154.52	$ 1,212.28
	Maintenance	$ 185.33	$ 191.16	$ 198.27	$ 204.17	$ 211.09	$ 219.16	$ 219.16	$ 230.12
	TOTAL	**$ 1,716.01**	$ 1,763.80	$ 1,814.43	$ 1,856.67	$ 1,913.17	$ 1,996.43	$ 2,250.79	$ 2,363.37
MF 6yd-4x/wk - Comp	Collection	$ 982.37	$ 1,013.25	$ 1,050.92	$ 1,082.21	$ 1,118.90	$ 1,161.70	$ 1,161.70	$ 1,219.79
	Disposal	$ 1,051.92	$ 1,076.80	$ 1,096.88	$ 1,113.88	$ 1,143.04	$ 1,200.20	$ 1,539.36	$ 1,616.40
	Maintenance	$ 185.33	$ 191.16	$ 198.27	$ 204.17	$ 211.09	$ 219.16	$ 219.16	$ 230.12
	TOTAL	**$ 2,219.62**	$ 2,281.21	$ 2,346.07	$ 2,400.26	$ 2,473.03	$ 2,581.06	$ 2,920.22	$ 3,066.31
MF 6yd-5x/wk - Comp	Collection	$ 1,222.99	$ 1,261.44	$ 1,308.34	$ 1,347.29	$ 1,392.97	$ 1,446.25	$ 1,446.25	$ 1,518.56
	Disposal	$ 1,314.92	$ 1,346.00	$ 1,371.12	$ 1,392.32	$ 1,428.80	$ 1,500.28	$ 1,924.20	$ 2,020.48
	Maintenance	$ 185.33	$ 191.16	$ 198.27	$ 204.17	$ 211.09	$ 219.16	$ 219.16	$ 230.12
	TOTAL	**$ 2,723.24**	$ 2,798.60	$ 2,877.73	$ 2,943.78	$ 3,032.86	$ 3,165.69	$ 3,589.61	$ 3,769.16
MF 6yd-6x/wk - Comp	Collection	$ 1,463.60	$ 1,509.61	$ 1,565.73	$ 1,612.34	$ 1,667.00	$ 1,730.76	$ 1,730.76	$ 1,817.30
	Disposal	$ 1,577.88	$ 1,615.20	$ 1,645.32	$ 1,670.80	$ 1,714.56	$ 1,800.32	$ 2,309.04	$ 2,424.60
	Maintenance	$ 185.33	$ 191.16	$ 198.27	$ 204.17	$ 211.09	$ 219.16	$ 219.16	$ 230.12
	TOTAL	**$ 3,226.81**	$ 3,315.97	$ 3,409.32	$ 3,487.31	$ 3,592.65	$ 3,750.24	$ 4,258.96	$ 4,472.02
Ancillary Services (Residential and Commercial Containerized):									
Bulk Collection (per unit)	Res Only	**$ 3.21**	$ 3.31	$ 3.43	$ 3.53	$ 3.65	$ 3.79	$ 3.79	$ 3.98
Recycling Services (per unit)	Res Only	**$ 1.84**	$ 1.90	$ 1.97	$ 2.03	$ 2.10	$ 2.18	$ 2.18	$ 2.29
Casters (Mo per container)	Res & Comm	**$ 11.12**	$ 11.47	$ 11.90	$ 12.25	$ 12.67	$ 13.15	$ 13.15	$ 13.81
Container Rollout (per svc)	Res & Comm	**$ 22.25**	$ 22.95	$ 23.80	$ 24.51	$ 25.34	$ 26.31	$ 26.31	$ 27.63
Locking (mo per container)	Res & Comm	**$ 22.25**	$ 22.95	$ 23.80	$ 24.51	$ 25.34	$ 26.31	$ 26.31	$ 27.63
Snapshot (per occurrence)	Res & Comm	**$ 175.00**	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00
Rolloff									
MSW (plus disp/ton)	Collection	**$ 252.23**	$ 260.16	$ 269.83	$ 277.86	$ 287.28	$ 298.27	$ 298.27	$ 313.18
C&D (plus disp/yard)	Collection	**$ 252.23**	$ 260.16	$ 269.83	$ 277.86	$ 287.28	$ 298.27	$ 298.27	$ 313.18
Maintenance (per cont/mo)	Collection	$ 154.46	$ 159.32	$ 165.24	$ 170.16	$ 175.93	$ 182.66	$ 182.66	$ 191.79

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 23-17 (Commission)**

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 25 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "DEVELOPMENT STANDARDS;" BY SPECIFICALLY AMENDING ARTICLE VI, ENTITLED "ROADS AND RIGHTS-OF-WAY;" CREATING SECTION 25-97, TO BE ENTITLED "PROHIBITED MATERIALS;" PROHIBITING THE USE OF PHOSPHOGYPSUM TO CREATE OR REPAIR CITY OF PRIVATE ROADS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. – **Commissioner Katzman**

CITY MANAGER RECOMMENDATION:
The City Manager requests approval of Ordinance 23-17 creating Section 25-97 prohibiting the use of Phosphogypsum to create or repair the City of private roads.

BACKGROUND OF ITEM:
At the July 25, 2023 City Commission meeting Commissioner Katzman advised that there is a new state law that passed that allows asphalt to contain a chemical called phosphogypsum, a radioactive waste byproduct created during the process to remove phosphorus from phosphate rock in the creation of fertilizer.

The United States Center for Disease Control provides that the primary adverse health effect of exposure to increased levels of radon is lung cancer and the Environmental Protection Agency lists radon as the leading cause of lung cancer deaths in non-smokers.

ANALYSIS:
Amending Chapter 25, creating subsection 25-97, entitled "Prohibited Materials", prohibiting the use of phosphogypsum as road construction material, which may lead to an increased risk of exposure to radon in the air or groundwater.

FISCAL IMPACT:
N/A

ATTACHMENTS:
1. Ordinance 23-17

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/11/23 02:23 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/11/23 03:33 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	08/11/23 03:38 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/15/23 01:05 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/16/23 04:08 PM

ORDINANCE NO. 23-17

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 25 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "DEVELOPMENT STANDARDS;" BY SPECIFICALLY AMENDING ARTICLE VI, ENTITLED "ROADS AND RIGHTS-OF-WAY;" CREATING SECTION 25-97, TO BE ENTITLED "PROHIBITED MATERIALS;" PROHIBITING THE USE OF PHOSPHOGYPSUM TO CREATE OR REPAIR CITY OR PRIVATE ROADS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, phosphogypsum is a radioactive waste byproduct created during the process to remove phosphorus from phosphate rock in the creation of fertilizer; and

WHEREAS, Governor Ron DeSantis recently signed HB 1191 into law, authorizing the Florida Department of Transportation (FDOT) to undertake demonstration projects using phosphogypsum in road construction material while FDOT conducts a study to evaluate phosphogypsum as a construction aggregate material; and

WHEREAS, phosphogypsum contains radionuclides including uranium, thorium, and radium, which eventually decay to radon, a radioactive gas; and

WHEREAS, the United States Center for Disease Control provides that the primary adverse health effect of exposure to increased levels of radon is lung cancer and the Environmental Protection Agency lists radon as the leading cause of lung cancer deaths in non-smokers; and

WHEREAS, allowing the use of phosphogypsum as road construction material may lead to an increased risk of exposure to radon in the air or groundwater; and

WHEREAS, the City Commission, in order to preserve the health, wellness, and

safety of its residents desires to prohibit the use of phosphogypsum as material for road construction on City and privately-owned roads within Cooper City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2: City Code Amended. Article VI, entitled "Roads and Rights-of-Way" of Chapter 25, entitled "Utilities," of the City of Cooper City Code of Ordinances is hereby amended by creating subsection Section 25-97, entitled "Prohibited Materials" as follows:

Sec 25-96. – Prohibited Materials

(a) Phosphogypsum shall not be used as road construction material on any City-owned or privately owned road within the City of Cooper City.

Section 3. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are repealed to the extent of such conflict.

Section 4. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5. Codification. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, that the Sections of this

Ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2023.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____ , 2023.

_____

GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 23-18 (Commission)**

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 2 OF THE COOPER CITY CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY AMENDING ARTICLE II, ENTITLED "CITY COMMISSION;" CREATING SECTION 2-26, TO BE ENTITLED "PROHIBITED CAMPAIGN CONTRIBUTIONS;" PROHIBITING CANDIDATES FOR CITY COMMISSION FROM SOLICITING OR ACCEPTING CAMPAIGN CONTRIBUTIONS FROM CITY VENDORS, LOBBYISTS OR REAL ESTATE DEVELOPERS; CREATING SECTION 2-27, TO BE ENTITLED "DISCLOSURE OF CAMPAIGN CONTRIBUTIONS;" REQUIRING MEMBERS OF THE CITY COMMISSION TO DISCLOSE WHETHER THEY PREVIOUSLY RECEIVED ANY CAMPAIGN CONTRIBUTIONS FROM CITY VENDORS AT THE TIME OF THE COMMISSION AWARD OF A CONTRACT TO SUCH VENDOR; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. – **Commissioner Shrouder**

RECOMMENDATION:
Commissioner Shrouder is recommending approval of Ordinance 23-18 prohibiting candidates for City Commission from soliciting or accepting campaign contributions from City Vendors, lobbyists, or real estate developers, creating Section 2-27 of the City's Code of Ordinances requiring members of the Commission to disclose whether they previously received any campaign contributions from City vendors at the time of the Commission award of contract to such vendor.

BACKGROUND OF ITEM:
At the June 13, 2023, City Commission meeting, the City Commission directed the City Attorney to research the legal authority to regulate campaign finance matters, by specifically examining whether the City of Miami Beach ordinance regulating campaign finance is legally enforceable.

At the July 25, 2023 City Commission meeting, the City Attorney stated the legal opinion regarding prohibiting candidates for City Commission from soliciting or accepting campaign contributions from City Vendors, Lobbyists, or Real Estate Developers. Florida Statutes preempts municipalities from enacting or adopting the following:

- Contribution limits that differ from the limitations under state law,
- Any limitation or restriction involving contributions to a political committee or electioneering communications organizations, or

- Any limitation or restriction on expenditures for an electioneering communication or an independent expenditure. All such ordinances either existing or enacted by a municipality are void.

The legal opinion concluded that the City may prohibit the solicitation or acceptance of campaign contributions by a candidate from City Vendors, Real Estate Developers, or Lobbyists.

ANALYSIS:
City Commission seeks to regulate campaign finance in the City, the focus of any potential ordinance should be limited to the solicitation or acceptance of a contribution to a candidate's campaign account and not on independent expenditures, political committees, or electioneering communications organizations.

STRATEGIC PLAN:
The goal of this ordinance is to improve transparency

FISCAL IMPACT:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Ordinance 23-18

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	08/11/23 04:12 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	08/15/23 10:50 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	08/15/23 10:50 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/15/23 01:04 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/16/23 04:08 PM

ORDINANCE NO. 23-18

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 2 OF THE COOPER CITY CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY AMENDING ARTICLE II, ENTITLED "CITY COMMISSION;" CREATING SECTION 2-26, TO BE ENTITLED "PROHIBITED CAMPAIGN CONTRIBUTIONS;" PROHIBITING CANDIDATES FOR CITY COMMISSION FROM SOLICITING OR ACCEPTING CAMPAIGN CONTRIBUTIONS FROM CITY VENDORS, LOBBYISTS OR REAL ESTATE DEVELOPERS; CREATING SECTION 2-27, TO BE ENTITLED "DISCLOSURE OF CAMPAIGN CONTRIBUTIONS;" REQUIRING MEMBERS OF THE CITY COMMISSION TO DISCLOSE WHETHER THEY PREVIOUSLY RECEIVED ANY CAMPAIGN CONTRIBUTIONS FROM CITY VENDORS AT THE TIME OF THE COMMISSION AWARD OF A CONTRACT TO SUCH VENDOR; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City (the "City") seeks to ensure transparency and preserve the highest integrity in its election process; and

WHEREAS, the City Commission, to the extent legally permissible, seeks to reduce the influence of money in the political process and to promote transparency and confidence in the award of public contracts for goods and services; and

WHEREAS, Sec. 106.08(11), F.S., prohibits the City from setting campaign contribution limits which differ from state law, or from limiting campaign contributions to political committees or electioneering communications organizations; and

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in <u>underscore</u> type are additions

WHEREAS, the City Commission seeks to require members of the commission to disclose whether they have received campaign contributions from applicants or legal counsel for applicants appearing before the City Commission in quasi-judicial matters; and

WHEREAS, the City Commission finds that disclosure requirements set forth in this ordinance are in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2: The City Commission of the City of Cooper City hereby amends Chapter 2, entitled "Administration," of the City of Cooper City Code of Ordinances, by creating Section 2-26, to be entitled "Prohibited Campaign Contributions" as follows:

Sec. 2-26 Prohibited Campaign Contributions

A) Definitions. For the purposes of this section, the following definitions shall apply:

1) *Candidate* shall have the meaning set forth in Section 97.021, F.S., as may be amended from time to time.

2) *Contribution* shall have the meaning set forth in Section 106.011, F.S., as may be amended from time to time.

3) *Controlling financial interest* shall mean the ownership, directly or indirectly, of ten percent (10%) or more of the outstanding capital stock in in any corporation or a direct or indirect interest of ten percent (10%) or more in a firm.

4) *Development Agreement* shall have the meaning set forth in Ch. 163, F.S., as may be amended from time to time. The term "development agreement" shall include any amendments, extensions, modifications or clarifications thereto.

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in underscore type are additions

5) *Firm* shall mean a corporation, partnership, business trust or any legal entity other than a natural person.

6) *Lobbyist* shall mean an individual who is registered with the City in accordance with the City's lobbyist registration system, as set forth in Section 2-233 of the City's Code of Ordinances.

7) *Real Estate Developer* shall mean an individual or entity who has a pending application for a development agreement or approval with the City or who is currently negotiating with the City for a development agreement or approval, including individuals or entities who have a present or pending application with the City for a change of the City's zoning map designation or a change to the City's future land use plan. This term shall include an individual or entity that holds a controlling financial interest in a real estate developer entity.

8) *Vendor* shall mean a person or entity that is currently supplying any goods or services to the City, that has supplied any goods or services to the City within the current or prior two (2) calendar years, or that has, by submitting a response to a currently open competitive solicitation, expressed an interest in supplying any goods or services to the City. The term "vendor" shall not include those individuals or entities that provide goods or services to the City not exceeding $20,000 in a fiscal year wherein City Commission action is not required to approve an award of a contract.

B) Contributions prohibited.

1) No lobbyist, real estate developer or vendor shall give a campaign contribution, directly or indirectly, to a candidate for the office of mayor or commissioner.

2) No candidate for mayor or commissioner, or member of the City Commission shall, directly or indirectly, solicit, accept or deposit into such candidate's campaign account any campaign contribution from a lobbyist, real estate developer or vendor. Candidates, or those acting on a candidate's behalf, including incumbent members of the City Commission, shall ensure compliance with this section by confirming with the city clerk's office the status of any potential donor.

C) Contracts and Procurement. Commencing on the effective date of this ordinance, all City contracts, requests for proposals, requests for qualifications, or any other competitive solicitation issued by the City shall incorporate this provisions of this section to notify lobbyists, real estate developers and vendors of the limitations and restrictions set forth herein.

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in underscore type are additions

D) Penalties. All contributions deposited by a candidate into a campaign account in violation of this section shall be forfeited to the City's general revenue fund.

SECTION 3: The City Commission of the City of Cooper City hereby amends Chapter 2, entitled "Administration," of the City of Cooper City Code of Ordinances, by creating Section 2-27, to be entitled "Disclosure of Campaign Contributions" as follows:

Sec. 2-27 Disclosure of Campaign Contributions

Prior to the award of any contract for goods or services, members of the City Commission shall publicly disclose whether they have received any campaign contributions in their most recent election from the individual or entity whose contract is being considered for approval by the City Commission.

SECTION 4: It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

SECTION 5: All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this ordinance are to be severable.

SECTION 7: This Ordinance shall become effective upon adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2023.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in underscore type are additions

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Administration

SUBJECT: Emergency Budget Transfer Authorization Notification

EXPLANATION

Both centrifuges at the treatment plant were out of service. As an interim measure, dewatering of the sludge disposal services has been contracted out while the staff explores the possibility of repairing at least one of the centrifuges.

FISCAL IMPACT:

	FROM	TO
Department	Utilities/(Division)	Utilities/(Division)
Account Description	Contingency	Maintenance of Mech. Equip
Account Number	450-950-599000-536	450-931-534460-535
Amount to be Transferred ($)	$25,000	$25,000
Balance Remaining	$81,761	$26,221

ATTACHMENTS:

1. Interdepartmental Budget Transfer Notification

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	07/28/23 04:30 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	07/28/23 04:30 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	07/28/23 05:37 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	08/01/23 03:46 PM
Allen, Tedra	END WORKFLOW - APPROVED		08/01/23 04:14 PM

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY COMMISSION

VIA: UTILITIES

FROM: CITY MANAGER DATE: 7/26/2023

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	Utilities/(Division)	Utilities/(Division)
Account Description	Contingency	Maintenance of Mech Equip
Account Number	450-950-599000-536	450-931-534460-535
Amount to be Transferred ($)	$25,000	$25,000
Balance Remaining	$81,761	$26,221

This Transaction	All Funds Cumulative FY 23 YTD	2.5% Limit Based on FY 23 Adopted Budget
$25,000	$266,507.86	$2,150,867

REASONS/EXPLANATION:

Under the City Manager's Report on 7-25-23, the Commission was advised that both centrifuges at the treatment plant were out of service. As an interim measure, dewatering of the sludge disposal services has been contracted out while the staff explores the possibility of repairing at least one of the centrifuges. Transfer of this requested amount would fund the $15,503.89 proposal from Alfa Laval, Inc., the original manufacturer of the centrifuges. Due to the specialized nature of the repairs and the limited availability of the technicians, it is necessary to "get in line" for the week of Auugust 14 as the earliest window and hence the emergency [City Code Sec. 2-258 (c)]. Currently, only $1,200.94 are left in the appropriate line item and other repairs may also be needed, necessitating funding beyond the Alfa Laval, Inc. proposal.

The staff explored the repair options with two other vendors: EES in Lakeland and PSI Technology. EES required the equipment to be dis-assembled and shipped to Wisconsin while PSI didn't have the expertise. Considering that Alfa Laval is the original manufacturer and has provided a sole-source letter, the staff is recommending utilizing the services of Alfa Laval, Inc.

All Funds Cumulative FY23 YTD includes this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		

	NOTIFICATION	
Commission	X	

July 26, 2023

City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

Attention: George Garba

Ref: Sole Source Procurement (Parts & Labor)
Cooper City Utilities
Cooper City, FL
(1) Alfa Laval PM-38000 Centrifuge
Serial Number: 94-PM38000-66

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

Dear Mr. Garba,

Alfa Laval Inc. is the Original Equipment Manufacturer (O.E.M.) of the Centrifuge installed at the City of Cooper City and is the sole source authorized provider for all Original Equipment Manaufacturer (O.E.M.) parts and service.There is no distributor or third part company authorized to supply Alfa Laval spare parts, repair or field service.

The use of non OEM spare parts, non OEM maintenance products (i.e. grease, gear oil ,etc.), repairs performed by unauthorized shops or on-site service by improperly trained personnel could result in significant damage to the centrifuge. Improper material selection or the use of unsuitable manufacturing methods may create the potential risk of serious damage or personal injury. The owner is hereby advised that it would assume, without limitation, full legal responsibility for any loss, liability, damage or personal injury which may arise as a result of any election by the customer to use non OEM parts or have work performed by unauthorized personnel.

All Parts and Service activities, including sales of spare parts, in-house repairs, maintenance products field service, upgrades, retrofits, training, etc. must be sole source direct with Alfa Laval Inc. There is no representative, distributor or third party company authorized to represent Alfa Laval Inc. Parts and Service municipal business.

As the OEM, Alfa Laval has all the resources to repair the centrifuge to original specifications. Alfa Laval will not warrant repairs performed by anyone other than Alfa Laval. Alfa Laval provides field service, training, technical and sales support to the customer from our offices and/or Repair Centers located in Chesapeake, Virginia, Greenwood, Indiana, Houston, Texas and Fresno, California. All personnel are factory trained and supported through our Richmond, Virginia headquarters.

We realize that this equipment is critical to the operation of your facility. If you have any questions, I can be reached at 1-800-547-7273 or my direct line is 713-906-0505.

Sincerely,

Mark Schlitzkus

Mark Schlitzkus
Regional Manager – Water Separation Sales

Classified by Alfa Laval as: Business

Quotation

Customer
Cooper City, City Of
9090 SW 50th Pl

Fort Lauderdale, FL 33328-4227
UNITED STATES

Delivery address
City of Cooper City
Attn: Utilities
11791 SW 49 Street
Cooper City, FL 33330-4447
UNITED STATES

Page: 1(3)

Your reference

Invoice address
Cooper City, City Of
Don Long
11791 S.W. 49Th Street
Cooper City, FL 33328
UNITED STATES

Your reference

Quote no O-230725-00899
Version 1

Your VAT reg no
Goodsmark

Date of request
07/25/2023

Customer request no
Quote

Delivery contact

Our reference

Contact person
Ryan Anderson

Our reference
Hunter Herndon

Date
07/25/2023

Expiry date
10/31/2023

Payment terms
Net 30 Days

Delivery method
Road Express

Delivery terms (Incoterms 2020*)
DAP - Delivered At Place
Cooper City

Cust no
E1548466

Description
Major Service PM-38000 Serial No. 94-PM38000-066

Delivery dates are best estimates. Where zero days are quoted, items are available ex-stock subject to prior sale.

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	Quantity	Net price	Amount
1	SDLP Separation Daily Rate			3.00 PCE	2,000.00	6,000.00
2	L Est. Airfare if needed			1.00 AMT	1,000.00	1,000.00
3	L Travel days			2.00 AMT	2,000.00	4,000.00
4	6123193710 INTERMEDIATE SERVICE KIT		0	1.00 PCE	162.70	162.70
5	6123193730 MAJOR SERVICE KIT		0	1.00 PCE	1,351.16	1,351.16

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL.
The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request.
The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority.
Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price.
If the cost of raw materials, supplies and/or transport significantly increases, through no fault of AL, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in such costs.
Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 123227
Dallas, TX 75312-3227

Local sales office
Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States

Contact
Tel.: (804) 222-5300

customerservice.richmond@alfalaval.com
www.alfalaval.com

Quotation

Customer
Cooper City, City Of
Cust no
E1548466

Your reference

Quote no	Version
O-230725-00899	1

Customer request no
Quote

Date
07/25/2023

Page:
2(3)

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
6	6120979810 INTERMEDIATE KIT		0		1.00 PCE	553.36	553.36
7	6120979830 MAJOR SERVICE KIT		0		1.00 PCE	2,114.38	2,114.38

Major Service PM-38000 Serial No. 94-PM38000-066

This Estimate is Based on the Following:
Full time support from 1-2 of your staff equipped with common hand tools.
All Special tools sold with the machine are readily available
Daily Rate is defined as: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours, Monday through Friday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.
This quote is subject to Alfa Laval's attached Terms and Conditions
Access to your maintenance shop.
Access to hoisting equipment and operator if needed
Your staff will work with our technician for lock out / tag out and isolating systems
A safe clean work environment
To schedule this service please provide a formal purchase order to US.FieldService@alfalaval.com. The purchase order should include the following:
Clear statement of scope of service
Accurate bill to and ship to address
Contact information of site contact, including phone number, email or fax
Contact information of your accounts payable department
Contact information for the buyer associated with this project
This quote is subject to Alfa Laval's attached Terms and Conditions.

Item value	15,181.60
Freight	27.64

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 123227
Dallas, TX 75312-3227

Local sales office
Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States

Contact
Tel.: (804) 222-5300

customerservice.richmond@alfalaval.com
www.alfalaval.com

Quotation

Customer
Cooper City, City Of
Cust no
E1548466

Your reference

Quote no	Version
O-230725-00899	1

Customer request no
Quote

Date
07/25/2023

Page:
3(3)

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount

Sales Tax 294.65

Order total USD
15,503.89

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 123227
Dallas, TX 75312-3227

Local sales office
Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States

Contact
Tel.: (804) 222-5300

customerservice.richmond@alfalaval.com
www.alfalaval.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Alfa Laval Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5400 International Trade Drive

6 City, state, and ZIP code

Richmond, VA 23231

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

1	3	–	1	6	8	1	6	3	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► RT Medford Date ► 1/17/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificates
Marsh & McLennan Agency LLC 4900 Libbie Mill East Blvd. Suite 100 Richmond VA 23230	PHONE (A/C, No, Ext): 804-780-0611 FAX (A/C, No): 804-788-8944 E-MAIL ADDRESS: macoirequest@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company of the State of PA	19429
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : National Union Fire Ins Co PittsburghPA	19445
INSURER D : Hartford Underwriters Insurance Company	30104
INSURER E :	
INSURER F :	

INSURED
Alfa Laval Inc.
5400 International Trade Drive
Richmond VA 23231

COVERAGES **CERTIFICATE NUMBER:** 1528717374 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL6634499	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			14ABS41702	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			10736197	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		14WNS41700	1/1/2023	1/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H / STOP GAP $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Hired Car Physical Damage Limit: $100,000 per Auto			14ABS41702	1/1/2023	1/1/2024	Comprehensive Collision	$2,000 DED $2,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as an additional insured under the General Liability if required by written contract with respect to work performed by the named insured for specifically referenced jobs. The General Liability applies as primary and non-contributory to the additional insured's own liability coverage if required by written contract. A Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Professional Liability if required by written contract. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER

City of Cooper City
9090 SW 50th Place
Cooper City FL 33328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Meeting Date: 08/22/2023 Item #23.

CITY OF COOPER CITY

Request for Proposal

Solid Waste Removal Services
RFP 2023-2-PW

For information, contact the Purchasing Division:

The Purchasing Division
954-434-4300 Ext. # 268
Purchasing@CooperCity.gov

Release Date: Wednesday, August 9, 2023
Due Date: Friday, September 8, 2023

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NOTICE TO BIDDERS/PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Friday, September 8, 2023, from qualified contractors capable of providing Solid Waste Removal Services Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

Solid Waste Removal Services
RFP 2023-2-PW

The detailed Request for Proposal (RFP) shall be obtained online at www.DemandStar.com.

Proposals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00 PM (EST), Friday, September 8, 2023. The outside of the envelope or box must be clearly marked **"RFP 2023-2-PW, Solid Waste Removal Services"** and shall contain one (1) identified, unbound original, two (2) copies, and one (1) electronic copy (flash drive) of your bid/proposal.

A **MANDATORY** pre-bid meeting will be held at 10:00 AM, **Friday, August 25, 2023**, at 9090 SW 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager, Staff, and any member of the City's selection or evaluation committee. The Cone of Silence excludes the City's Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City's Purchasing Division.

CITY OF COOPER CITY
City Clerk's Office

Please publish one (1) time on: Wednesday, August 9, 2023

Please send invoice and proof of publication to:

Tedra Allen, CMC City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, FL 33328
TAllen@CooperCity.gov

SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

1.1 PURPOSE

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for Solid Waste Removal Services as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00 PM (EST), Friday, September 8, 2023, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

1.2.2 Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

1.2.3 The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

1.3 PRE-PROPOSAL MEETING – MANDATORY

A **MANDATORY** pre-bid meeting will be held at 10:00 AM, **Friday, August 25, 2023.**at 9090 SW 50th Place, Cooper City, Florida 33328.

1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5 CONTRACT TERM

1.5.1 The contract shall be for an initial period of seven (7) years commencing the date awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for one (1) additional seven (7) year term under the same terms and conditions, if mutually agreed in writing by both parties.

1.5.2 Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be ordered by and delivered to the City of Cooper City, either remotely or in-person.

1.7 PRICE

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled without penalty by the City upon giving thirty (30) days written notice to the Contractor.

1.9 METHOD OF AWARD

1.9.1 The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

Refer to Section VI – Consideration for Award / Award Procedures that outline the evaluation criteria and award procedures.

1.9.2 Bidder must provide a cost proposal listed on Bid Form to qualify for award of the contract.

1.9.3 The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4 Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5 The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

1.9.7 While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.9.8 The City reserves the right to automatically extend the contract for a maximum period not to exceed one-hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

1.10 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. The Successful Proposer shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 10% retainage on each progress payment until all work is 50% complete. Once 50% complete, the rate of retainage shall be reduced to 5%. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12 WRITTEN CONTRACT

The awarded Bidder/Successful Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Request for Proposal Issued and Advertised	Wednesday, August 9, 2023
MANDATORY Pre-Bid Meeting (10:00 AM EST at 9090 SW 50th Place, Cooper City, Florida 33328)	Friday, August 25, 2023
Last Date for Receipt of Questions of a Material Nature	Thursday, August 31, 2023
PROPOSAL DUE (Prior to 3:00PM EST)	Friday, September 8, 2023
Review of Proposals & Selection of Candidates for Presentations	Week of September 11, 2023 Through Week of September 18, 2023
Presentations & Final Ranking	Week of September 25, 2023 Through Week of October 9, 2023
Recommendation of Award/Agenda Item Request	Tuesday, October 17, 2023
Anticipated Award of Contract by City Commission	Tuesday, October 24, 2023

*** *Schedule subject to change* ***

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

3.0 SPECIAL CONDITIONS
Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1 BID/PROPOSAL TABULATIONS
Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID/PROPOSAL
If not submitting a Bid/Proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the Bid/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

3.3 BILLING INSTRUCTIONS
Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid/Proposal number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to AccountsPayable@CooperCity.gov.

3.4 TAXES
The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

3.5 EQUIVALENTS
If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Proposal, he/she shall so indicate on his/her Bid/Proposal. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid/Proposal Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID/PROPOSAL. NO BID/PROPOSALS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the Bid/Proposal shall be considered as a Bid/Proposal in complete compliance with the specifications as listed on the attached form.

3.6 MISTAKES
Proposers are expected to examine the specifications, delivery schedules, Bid/Proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder/proposer risk. In the case of a discrepancy in computing the total amount of the Bid/Proposal, the UNIT PRICE quoted shall govern.

3.7 CONDITIONS AND PACKAGING
It is understood and agreed that any item offered or shipped as a result of this Bid/Proposal shall be latest and most current production model at the time of this Bid/Proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.8 QUALITY
All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid/Proposal shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.9 ESTIMATED QUANTITIES
No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

3.10 CANCELLATION
In the event that any of the provisions of this Bid/Proposal are violated by the Awarded Vendor, the Purchasing Division shall give written notice to the Awarded Vendor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.11 PROTESTS, APPEALS AND DISPUTES
Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.12 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT
If the Proposer is awarded a contract under this Bid/Proposal solicitation, the prices quoted by the Proposer on the Bid/Proposal Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.8 for details).

3.13 COMPLETE PROJECT REQUIRED
The Successful Proposer shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work

shall not relieve the or from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project.

3.14 PRICES QUOTED

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid/Proposal, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of Bid/Proposal(s).

3.15 UNDERWRITERS' LABORATORIES (the "UL")

Unless otherwise stipulated in the Bid/Proposal, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.16 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in Bid/Proposal and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

a. Vendor's name being removed from the vendor list;
b. All City Departments being advised not to do business with vendor.

3.17 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.18 LEGAL REQUIREMENTS

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

3.19 PATENTS AND ROYALTIES

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any alleged or actual infringement of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.20 OSHA

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

3.21 ANTI-DISCRIMINATION

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.22 DEFAULT
In the event of default on a contract, the Successful Proposer shall pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid/Proposal.

3.23 SUBSTITUTIONS
The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their Bid/Proposal once awarded. Any substitute shipments shall be returned at the Bidder/proposer expense.

3.24 PROPOSER'S FACILITIES
The City reserves the right to conduct site visits to Proposer's business location(s) at any time with prior notice and/or may request that Proposer participate in live presentations. The selection of a Successful Proposer may be based wholly or in part upon the results of site visits or live presentations.

3.25 DISCLAIMER
The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bid/Proposals; re-advertise this Bid/Proposal; postpone or cancel at any time this Bid/Proposal process; or, waive any formalities of or irregularities in the bidding process. Bid/Proposals that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all Bid/Proposals are analyzed, organizations submitting Bid/Proposals that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid/Proposal, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this Bid/Proposal constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid/Proposal satisfies the criteria established in this Bid/Proposal. In all cases the City shall have no liability to any respondent for any costs or expense, incurred in connection with this Bid/Proposal or otherwise.

3.26 EVIDENCE
The submission of a Bid/Proposal shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this Bid/Proposal.

3.27 DEMONSTRATION OF COMPETENCY

3.27.1 Pre-award inspection of the Bidder/proposer facility may be made prior to the award of contract. Bid/Proposals shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid/Proposal. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.27.2 The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.27.3 The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder/proposer Bid may render the Bid/Proposal non-responsive.

3.27.4 The City may, during the term of the Contract between the City and the Successful Proposer is in force, review the Successful Proposer's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Successful Proposer's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.28 ASSIGNMENT

The Successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.29 INDEMNIFICATION

The Successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Vendor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

3.30 NON-EXCLUSIVE

The City retains the right to procure services from other providers.

3.31 SUNSHINE LAW

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid/Proposal, Proposer acknowledges that the materials submitted with the Bid/Proposal and the results of the City evaluation are open to public inspection upon proper request. The Successful Proposer should take special note of this as it relates to proprietary information that might be included in its Bid/Proposal.

3.32 FORCE MAJEURE

The performance of any act by the City or the Successful Proposer hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Successful Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid/Proposal.

3.33 COLLUSION

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his/her Bid/Proposal with other Proposers and has not colluded with any other Proposer or parties to this Bid/Proposal whatsoever. The Proposer certifies, and in the case of a joint Bid/Proposal, each party thereto certifies, as to his/her own organization, that in connection with this Bid/Proposal:

3.33.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

3.33.2 Any prices and/or cost data quoted for this Bid/Proposal have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

3.33.3 No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

3.33.4 The only person or persons interested in this Bid/Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into.

3.33.5 No person or agency has been employed or retained to solicit or secure the award of the Bid/Proposal upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

3.34 CONE OF SILENCE

A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid/Proposal between:

i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;

ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.

B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.

C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

i. Oral communications at pre-solicitation meetings;

ii. Oral presentations before selection or evaluation committees;

iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;

iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

E. Clarification: Please contact the City's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

3.35 ELIGIBILITY
All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this Bid/Proposal shall comply with all laws of the United States concerning work eligibility.

3.36 SPOT MARKET PRICING - N/A

3.37 PROPERTY
Property owned by the City is the responsibility of the City. Such property furnished to the Successful Proposer for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Proposer shall be the responsibility of the Successful Proposer. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Proposer. In the event that such property is destroyed or declared a total loss, the Successful Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.38 TERMINATION FOR DEFAULT
If Successful Proposer defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without his/her or his/her subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

3.39 TERMINATION FOR CONVENIENCE
The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

Proposers are directed to refer to Section 5.3.25 within the solicitation for details pertaining to Termination.

3.40 TERMINATION FOR LACK OF FUNDING
The resulting agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of Cooper City in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

3.41 CONFIDENTIALITY
As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.42 GOVERNING LAW AND VENUE
The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.43 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid/Proposal or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and the Successful Proposer, or to create any other similar relationship between the parties.

3.44 AUDITS

The City shall have access to all books, records, and documents of the Successful Proposer which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Successful Proposer or at some location mutually agreed upon by the City and the Successful Proposer.

3.45 PUBLIC RECORDS:

a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

b. Upon request from the City custodian of public records, Successful Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Successful Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

e. Any compensation due to Successful Proposer shall be withheld until all records are received as provided herein.

f. Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

g. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291

PRR@coopercity.gov

3.46 SCRUTINIZED COMPANIES

Successful Proposer certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Successful Proposer agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause if the Successful Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful Proposer, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

3.47 E-VERIFY

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

3.48 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any Bid/Proposal response to this advertised request constitutes a Bid/Proposal made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder/proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this Bid/Proposal and subsequent contract award

[END OF SECTION]

SECTION IV - SPECIAL CONDITIONS

4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

4.2 TIME OF COMPLETION

By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Awarded Vendor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the Successful Proposer shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Successful Proposer shall be liable for any damages or loss to the City occasioned by negligence of the Successful Proposer or any person the Successful Proposer has designated in the completion of the contract as a result of his or her Bid/Proposal.

The Successful Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Successful Proposer, or its employees, agents, servants, partners principals or subcontractor. The Successful Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Successful Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

Successful Proposer shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Successful Proposer allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the City with notice of cancellation or the Successful Proposer shall obtain written agreement from its Agent to provide the City with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the

insurance shall terminate and lapse during the period of this Agreement, then in that event, the Successful Proposer shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Successful Proposer shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Successful Proposer shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non- contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

4.3.1 REQUIRED INSURANCE

The City of Cooper City must be shown as an additional insured on all policies with the exception of Workers' Compensation. The City, its officials, employees, and volunteers are to be covered as an additional insured– with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

4.3.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

4.3.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Successful Proposer engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Successful Proposer shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Successful Proposer.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent. The Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Coverage for the Successful Proposer and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

4.3.1.3 Contractors Pollution Liability Coverage
For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

4.3.1.4 Disposal Coverage
Should the Contractor designate the disposal site during the term of this contract, Contractor shall furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim.

4.3.1.5 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

4.3.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the City
3. 30-Day Notice of Cancellation or Non-Renewal to the City
4. Successful Proposer's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the City
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

Successful Proposer shall name the City, as an additional insured on each of the General Liability policies required herein and shall hold the City, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the Successful Proposer pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the Successful Proposer and provided proof of such coverage is provided to City. The Successful Proposer and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

4.3.3 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than $2,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder/proposer own policies. Sexual Abuse may not be excluded from any policy.

4.3.4 BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS SOLICITATION
The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars ($5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

4.4 PERMITS, FEES AND NOTICES

4.4.1 The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Awarded Vendor shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Awarded Vendor shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.

4.4.2 The Awarded Vendor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The City shall not be responsible for monitoring the Awarded Vendor's compliance with any laws or regulations.

4.4.3 The Awarded Vendor shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5 BONDS
4.5.1 PERFORMANCE AND PAYMENT BOND - REQUIRED

All task orders that exceed $100,000 will require, upon award, a 110% Performance Bond which shall be in the form of a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935;.

If required herein, the Awarded Vendor shall within fifteen (15) days of the award execute and furnish Payment and Performance Bonds in an amount equal to the proposal costs and in accordance with the requirements of §255.05, Florida Statutes and Cooper City Code of Ordinances §2-259, as currently enacted and as amended form time to time. The bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida.

4.5.2 BID/PROPOSAL BOND - REQUIRED

Bids/Proposals **MUST** be accompanied by a Bid/Proposal security made payable to the City in an amount equal to five percent (5%) of the first annual contract value and in the form of a, Bid/Proposal Bond (Attached) issued by an authorized surety.

The Bid/Proposal security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid/Proposal Security will be returned. If the Awarded Vendor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid/Proposal security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid/Proposal security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid/Proposal opening, whereupon the Bid/Proposal security furnished by such Proposers will be returned.

The Bid/Proposal security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.

4.6 VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining Bid/Proposal responsiveness and in allocating Bid/Proposal evaluation points.

4.7 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the prior written approval of the City.

4.9 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

4.11 CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

4.12 INVOICES/PAYMENT
Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to AccountsPayable@coopercity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable task order and/or Bid/Proposal number. All invoices must reference the applicable task order and/or Bid/Proposal/Proposal number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

4.13 DELETION OR MODIFICATION OF SERVICES
The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion .If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14 REQUESTS FOR MODIFICATION
The City reserves the right to request that the Proposer modify his/her Bid/Proposal to more fully meet the needs of the City.

4.15 BID/PROPOSAL ACKNOWLEDGMENT
By submitting a Bid/Proposal, the proposer certifies that they has fully read and understands the Bid/Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS/PROPOSALS

The City reserves the right to negotiate modifications to Bid/Proposals that it deems acceptable, reject any and all Bid/Proposals, and to waive minor irregularities in the Bid/Proposals.

4.18 ALTERNATE BIDS/PROPOSAL

An alternate Bid/Proposal is viewed by the City as a Bid/Proposal describing an approach to accomplishing the requirements of the solicitation which differs from the approach set forth in the solicitation.

An alternate Bid/Proposal may also be a second Bid/Proposal submitted by the same proposer which differs in some degree from its basic or prime Bid/Proposal.

Alternate Bid/Proposals may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids/proposal submitted.

4.19 ADDENDUM OR AMENDMENT TO SOLICITATION

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Division shall furnish the revision by written addendum and will post all addenda on the City's website.

4.20 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their Bid/Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bid/Proposals received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21 RECORDS RETENTION

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22 CONTRACT DOCUMENT

The entire contents of this Request for Proposal along with the Bidder's or Proposer's Bid/Proposal and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

4.23 PERFORMANCE STANDARDS

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

i. The Contractor's invoice will be deducted by the amount Bid/Proposal for the deficient location, **OR;**
ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

4.24 LIQUIDATED DAMAGES - APPLICABLE FOR THIS SOLICITATION

Liquidated damages of $200.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

4.25 FEDERAL REQUIREMENTS - NOT APPLICABLE FOR THIS SOLICITATION

Any reference made to CONTRACTOR in this section shall apply to the Successful Proposer, and also apply to any subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

4.25.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

4.25.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

4.25.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 and Appendix II to 2 C.F.R. Part 200 shall prevail.

4.25.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

4.25.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

4.25.3.3 Copeland “Anti-Kickback” Act: CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

4.25.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.

3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

4.25.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

4.25.3.6 Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

4.25.3.7 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Contractors who apply or Bid/Proposal for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

4.25.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

4.25.3.9 Recovered Materials.

(1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

4.25.3.10 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

4.25.3.11 Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

4.25.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4.25.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.25.3.14 DHS Seal, Logo, and Flags. The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.25.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25.3.16 Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

4.25.3.17 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit CONTRACTOR from providing:
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.
(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information described in this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The CONTRACTOR shall report the following information:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within ten (10) business days of submitting the information required in this section: Any further available information

about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

4.25.3.18 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4.25.3.19 Affirmative Socioeconomic Steps. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4.25.3.20 License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

[END OF SECTION]

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1 TECHNICAL PROPOSAL

The Technical Proposal shall provide documentation of the proposed approach to providing the Work and to meeting the requirements of this RFP. Proposers that fail to demonstrate their capability to meet these requirements through supporting documentation as specified herein may be deemed non-responsive. If a prescribed format or required documentation for

the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

5.1.1 PURPOSE

The City of Cooper City is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform solid waste collections and disposal services for residential and commercial locations within the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Collection services shall include automated collection of residential garbage carts, automated collection of residential recycling carts,multi-family garbage and commercial garbage and recycling commodities, bulk trash collection and white goods, and industrial service roll off containers.

5.2.1 OPEN MARKET

Commercial recycling services will be open market and will not be part of this exclusive agreement:

5.2.2 AGREEMENT(S)

The City intends to establish agreement(s) to conduct:

- Residential Regular Solid Waste
- Residential Recycling
- Residential Bulk Waste
    - The City may elect to have the Bulk Yard Waste collected on separate pickups from the General Bulk Waste, in lieu of having Bulk Yard Waste mixed with General Bulk Waste.
- For Commercial Service Units and Multi-Family Service Units

5.2.3 COLLECTION FEE

5.2.3.1 Collection Fee

In addition, the form includes a section for the proposers to submit their Collection Fee, for the different services and categories, among other line items.

5.3.1 DEFINITIONS

As used in this Scope of work and the Agreement, the following terms shall have the meanings as set forth in this Section. The words "shall," "will," and "must" are always mandatory and not merely discretionary. The word "may" indicate something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

5.3.1.1 Agreement

Agreement shall mean the written Agreement entered into between the City and the Contractor for the provision of Collection Services and any written amendment thereto as agreed upon by the City and the Contractor.

5.3.1.2 Alleys

Alleys shall mean a narrow street or passageway between or behind homes/houses or buildings.

5.3.1.3 Automated Collection

Automated Collection shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

5.3.1.4 Biological Waste

Biological waste means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

5.3.1.5 Biomedical Waste

Biomedical waste means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

5.3.1.6 Bulk Waste/Trash

Bulk Waste/trash shall mean large, discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, yard waste and other similar items.

Bulk generated by a contractor remodeling, repairing, or installing equipment at a residential home should be disposed of by the contractor performing the remodeling/repair work. In the event that the bulk waste is left for curbside pickup, it shall be considered unacceptable waste and will not be removed by City's contracted hauler.

5.3.1.7 Bulk Yard Waste

Bulk Yard Waste shall mean large accumulations shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature.

5.3.1.8 Cans and Garbage Cans

Cans and Garbage Cans shall mean a City approved plastic can of a type commonly sold as garbage cans of a capacity not more than ninety-six (96) gallons in size.

5.3.1.9 Carts

Carts shall mean a container with an attached tight-fitting lid of up to, approximately, ninety-six (96) gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection truck. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

5.3.1.10 City

City shall mean the City of Cooper City, Florida, a municipal corporation of the State of Florida acting through the City Commission, City Manager, or official designated by the City Manager.

5.3.1.11 City Facility

City Facility shall mean a City owned location designated for service under this agreement.

5.3.1.12 Collection and Collect

Collection and Collect shall mean the act of picking up Solid Waste, Yard Waste, Recyclables, or Bulk Waste and delivering it to a Designated Facility.

5.3.1.13 Collection Service

Collection Service shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and delivery to the Designated Facility by the Contractor.

5.3.1.14 Commingled

Commingled refers to a system in which all paper, plastics, glass, metals, and other containers are mixed together.

5.3.1.15 Construction and Demolition Debris (C&D Waste)

Construction and Demolition Debris (C&D Waste) means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

(a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
(b) Except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
(c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles,

wallboard, siding concrete, and similar materials from industrial or commercial facilities; and

(d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

5.3.1.16 Commercial Service Unit

Commercial Service Unit shall mean all units other than Residential Service Units, Multi-family Service Units, or City Facilities. Commercial Service Units includes apartment complexes. The City reserves the right to designate establishments as Commercial Service Units under this Agreement.

5.3.1.17 Contractor

Contractor shall mean that person or entity that has entered into this agreement to provide the services described herein.

5.3.1.18 Contract Administrator

Contract Administrator means the City of Cooper City Manager or his/her designee.

5.3.1.19 Compactor

Compactor shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator.

5.3.1.20 Container

Container shall mean Cart, Can, Compactor, Dumpster, and Roll-off.

5.3.1.21 Curbside

Curbside shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

5.3.1.22 Designated Facility

Designated Facility shall mean the disposal and recycling facilities designated by the City for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.

5.3.1.23 Dumpster

Dumpster shall mean any container excluding compactors with a tight-fitting lid and minimum of one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

5.3.1.24 Enclosure

Enclosure shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

5.3.1.25 Extra Pick-Ups

Extra pick-ups shall mean collection of services provided by contractor on a day other than the scheduled collection days or extra loads other than usual collection.

5.3.1.26 Franchise Fee

Franchise Fee shall mean the charge for the Contractor's use of present and future streets, alleys, bridges, easements, and other public places in the City.

5.3.1.27 Garbage

Garbage shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

5.3.1.28 Hazardous Waste

Hazardous waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

5.3.1.29 Incident

Incident shall mean one event (e.g., if the Contractor misses collection of waste from two (2) residences, it will count as two incidents).

5.3.1.30 Multi-Family Service Unit

Multi-family Service Unit shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. Multi-Family Service Units **do not** include apartment complexes. The City reserves the right to designate Multi-family Service Units.

5.3.1.31 Recovered Materials or Recyclable Material and Recyclables

Recovered Materials or Recyclable Material and Recyclables shall mean metal, paper, glass, or plastic materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

5.3.1.32 Recycling Bin

Recycling Bin shall mean a City approved plastic bin of a type commonly sold as recycling bins of a capacity not more than ninety-six (96) gallons in size.

5.3.1.33 Recycling Cart

Recycling Cart shall mean a receptacle with wheels with a capacity of up to, approximately, ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

5.3.1.34 Residential Service Units

Residential Service Units shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set-out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s). Residential Service Units shall exclude establishments utilizing Dumpsters or Compactors for the accumulation and set out of Solid Waste.

5.3.1.35 Roll-off

Roll-off shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a truck and transported to a disposal facility approved by the contract administrator.

5.3.1.36 Rubbish

Rubbish shall mean any accumulation of useless material other than garbage, yard waste, or Unacceptable Waste.

5.3.1.37 Single Stream

Single Stream shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

5.3.1.38 Special Events

Special Events shall mean events sponsored or co-sponsored by City.

5.3.1.39 Solid Waste

Solid Waste means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

5.3.1.40 Source Separated

Source Separated shall mean that the Recyclable Materials (Recovered Material) are separated from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term does not require that various types of Recyclable Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials.

Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated **and when such materials contain more than 10 percent Solid Waste by volume or weight**.

For purposes of this Agreement, the term "various types of Recyclable Materials" means metals, paper, glass, plastic, textiles, and rubber.

5.3.1.41 Special Pick-up Service

Special Pick-up Service shall mean Collection Services provided by Contractor other than the scheduled services.

5.3.1.42 State

State shall mean the State of Florida.

5.3.1.43 Ton

Ton shall mean a unit of weight equal to 2,000 pounds.

5.3.1.44 Unacceptable Waste

Unacceptable Waste shall include ash residue, Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, waste tires, used oil, and lead-acid batteries.

5.3.1.45 White Goods

White Goods shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods shall include non-freon containing appliances.

For disposal of refrigerators, the compressor (which contains hazardous waste materials) located at the rear of the unit and all doors, must be removed for safety prior to pick-up. Household appliances containing freon gas (air conditioning units, refrigerators) will be picked up at normal bulk pick-up times only if the unit is certified and documented to have been professionally purged of freon gas. Units not certified and documented as being purged of freon gas will not be picked up.

5.3.1.46 Yard Waste

Yard Waste shall mean include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature. Yard Waste materials, such as branches and trimmings, should not exceed four (4) inches in diameter or six (6) feet in length All yard waste must be "clean" (Free of other waste). Driver shall inspect the container for contamination before dumping. If the customer has contaminated the cart with materials

other than yard waste or if the customer is using the yard waste cart for garbage, the cart should not be emptied. Contractor shall ensure that the cart is tagged advising why the cart was not serviced and immediately report the address to the City. City shall provide tags to the Contractor for this purpose.

5.3.2 GENERAL COLLECTION REQUIREMENTS

5.3.2.1 Hours of Operation

The contractor shall make collections between the hours of 7 a.m. and 7 p.m. on Monday through Saturday for Residential Collection Services and Monday through Sunday for Commercial Collection Services unless express written approval is provided by the Contract Coordinator or his/her designee. Such permission does not waive any administrative fees or liquidated damages as outlined in this contract unless explicitly requested by Contractor and approved by City's Contract Coordinator. Such permission shall be given or denied at the City's sole discretion

5.3.2.2 Service Standards

The successful bidder will provide a level of service equal to or greater than the industry standard for each account.

The work will be done in a sanitary manner. The Contractor's employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck immediately.

Containers shall be emptied and returned to the customer's original placement location/designated setout location at each service location with lids on. However, the Contractor shall ensure that no containers are placed in areas where they become obstructions to pedestrians, traffic flow, roadways, or driveways. Containers shall remain upright with lid closed and shall be left in a neat and orderly manner. Containers shall be handled with due care at all times.

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Contractor shall schedule and dispatch sufficient quantities of equipment and labor (to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

Noise and disturbance will be kept to a minimum and Contractor shall comply with any and all applicable rules and laws including § 10-1 "Cooper City Noise Chapter" of the City's Code of Ordinances.

5.3.2.3 Special Disability Pull Out Service for Residential Waste & Recycling

The Contractor will be responsible to provide special pull-out services for customers who are physically/mentally disabled and who have provided required documentation to the City. There are approximately fifteen (15) customers in the City that are unable to place their cart(s) curbside.The contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no additional charge for those residents that are medically unable to bring their garbage cart to the curb. The City will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the City. Bulk services are excluded from this requirement.

5.3.2.4 Materials in Unapproved Containers & Customer Education

Any materials set out for collection that are not in an approved container will be left at the pick-up location along with instructional materials educating the customer about the City's solid waste plan and recycling program.

In the event that non-recyclable materials are placed in the recycling cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

5.3.2.5 Temporary Street Closures for Residential Services Units

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic due to construction, special event, public safety incident, etc., the Contractor shall make every effort to service the customer, including servicing the customer through pedestrian access, if available, to provide no disruption of service to the Residential Service Unit.

The contractor shall not receive additional compensation, or a waiver on collection times and completion, resulting from the streets being inaccessible. The contractor is responsible for determining whether to utilize pedestrian access or return within 24 hours to collect the missed pickups.

5.3.2.6 Exclusive Routes & Route Restructuring

The Contractor will be free to establish exclusive routes to achieve the maximum efficiency of operation. Exclusive shall mean that for any route in which the Contractor operates in the City, the Contractor shall not cross over any City boundaries for collection of other material. The Contractor will provide any suggested route restructuring request to the City's Contract Administrator for approval, prior to implementation. All route changes that were approved by the City's Contract Administrator, must be communicated to both the City and Subscribers, in writing, thirty days in advance of the effective date. The minimum notification requirement to the Subscribers shall be through a mailer, however in the event that the cart has a sticker or other information on it that conflicts with the new routes and schedules, the contractor shall replace the information on the cart to avoid conflicting information.

5.3.2.7 Holidays – Christmas Day

For this contract, the only recognized holiday shall be Christmas Day, annually on December 25, in which the contractor shall not be required to provide collection service to customers. In those instances where the scheduled collection day falls on Christmas Day, the contractor shall conduct the collection service on the next regularly scheduled collection day for the customer. No additional "make up" service will be required. However, since the following scheduled service day will be heavy, the contractor is required to collect extra bags and boxes placed on or around the carts for disposal or recycling. For yard waste, recycling and bulk waste collections, Contractor will provide a make-up day scheduled and approved by the Contract Coordinator. Recycling and bulk collections are currently on a Monday through Friday schedule- make-up day should be Saturday when possible or as otherwise approved by the City.

Holiday (Christmas) trees: For three weeks following Christmas Day, Contractor agrees to collect Christmas trees placed to the curb for disposal. Residents will be required to remove all lights,

ornaments, and other decorations. Quantities collected must be tracked by the Contractor and reported to the City.

Example: If the customer's garbage collection days are Mondays and Thursdays and Monday is Christmas Day, December 25, their next scheduled pick up day would be on Thursday December 28. The customer would place their garbage at the curb on Thursday December 28, their next regularly scheduled collection day after Christmas, and it will be collected.

5.3.2.8 Sufficient Inventory of Containers

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Containers (Carts, Cans, Decals, Compactors, Dumpsters, and Roll-offs for Solid Waste and Recycling Services) to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of City carts at a secure location of their choosing, subject to approval by the City's Contract Coordinator. Contractor shall provide a monthly inventory of carts to the City no later than the first Monday of each calendar month, unless otherwise agreed upon in writing by the City's Contract Coordinator. Inventory report shall include:
A. New Carts by Type and Size
B. Refurbished Carts by Type and Size
C. Damaged Carts (no longer useable)

5.3.3 COLLECTION OF HOUSEHOLD GARBAGE FROM RESIDENTIAL SERVICE UNITS

5.3.3.1 Frequency - Pickups Twice Per Week

Residential Accounts, Garbage Billed: 10,908
Apartments 4-Unit Accounts, Garbage Billed: 34
Apartments 8-Unit Accounts, Garbage Billed: 2
HOA Accounts, Garbage Billed: 2
Institutions Accounts, Garbage Billed: 2

The Contractor will be required to pick up, on a twice weekly basis, all garbage, provided it is placed in an approved collection container. The City currently has five (5) multifamily communities that require pickup three (3) time a week. The specific properties are noted below:
1. Baffy Woods
2. Crown Colony
3. Flamingo Lakes Townhomes
4. Camelot Gardens
5. Camelot Lakes

5.3.3.2 Containers

The Contractor will provide all households with an industry standard, wheeled, lidded container, green in color and in the approximate size of ninety-six (96)gallons. The container, regardless of size, will be at no cost to the City or customer. The City charges an additional fee to residents wishing to add additional carts for solid waste curbside service. All garbage collection equipment will be maintained in good repair and appearance.

At the commencement of this contract, the Contractor shall replace all the 96-gallon solid waste carts with new 96-gallon carts (including residences receiving additional carts). Approximately 1,000 additional carts would have to be replaced in addition to the 1 cart per residential curbside property. The Contractor shall be responsible for the purchase, assembly, and distribution of the new carts; and the removal and disposal of the old carts. The City shall have final approval over cart specifications, design, branding, and in-mold labelling. The costs related to the procurement of carts will be borne by the Contractor. All replacement parts shall be procured by the Contractor at the Contractor's sole expense. The Contractor shall be responsible to deliver, repair, remove and replace carts at the customer's location.

Contractor shall include proposed cart specifications in their response to this solicitation. At a minimum, the specification sheet(s) shall address the following:
A. Manufacturer
B. Construction material, including post-consumer recycled content
C. Molding technology
D. Standards of design (American National Standards Institute- ANSI)
E. UV Stabilization certificate
F. Load rating
G. Design standards for lid, handles, lifting, bottom, wheels, axles and fasteners
H. Interior and exterior finish surfaces
I. Color
J. Volumetric capacity
K. Identification and marking
L. Manufacturer's warranty (City prefers 10 years)

Contractor shall be responsible for the repair of carts (excluding body cracks orapproved nonrepairable damages) prior to returning the cart to inventory. These refurbished carts shall be cleaned and repaired to "like new" condition.

Contractor shall be responsible for the sanitary cleaning of each cart exchanged or removed prior to returning the cart to inventory. Grey water generated by this process shall be managed and disposed of consistent with County and State regulations.

The Contractor retains ownership of all containers/carts.

All carts replaced shall be recycled by the Company.

5.3.3.3 Communities without Automated Pick-Up Services

There is currently two (2) communities that do not currently have automated pickup service:

- Forest Lake Townhomes
- Baffy Woods Condominium

Residents of this community currently provide their own garbage cans and cans, however the Contractor awarded this contract will be required to provide collection services to these neighborhoods as well.

5.3.3.4 Cardboard Boxes for City Sponsored Events

The Contractor shall also be responsible for providing the City with approximately 300 cardboard garbage boxes each year for use at City Sponsored events.

5.3.4 COLLECTION OF RECYCLABLES FROM RESIDENTIAL SERVICE UNITS

5.3.4.1 Recyclable Materials to be collected

The Contractor shall collect all of the following recyclable materials:

- Newspapers, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, soda cartons and crushed boxes from items such as cereal, tissues, rice and pasta
- Plastic containers (narrow necks only) such as bottles, milk, water, detergent and shampoo containers
- Glass food and beverage containers, milk/juice cartons and drink boxes
- Aluminum and steel food and beverage containers
- Cardboard from non-food items such as shipping boxes

The City reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable materials.

5.3.4.2 Frequency - Pickups Once Per Week

Recyclable materials generated at the households will be collected curbside once per week.

5.3.4.3 Containers

Recyclable materials will be kept separately stored in the container provided by the contractor. The container will be industry standard, wheeled, lidded container, blue in color and in the approximate size of ninety-six (96) gallons and labeled as a recycling container with identification of The City of Cooper City. The City currently utilizes Blue containers for these services.

At the commencement of this contract, the Contractor will replace all the 96-gallon recycling carts with new 96-gallon carts. The Contractor shall be responsible for the purchase, assembly, and distribution of the new carts; and the removal and disposal of the old carts. Town shall have final approval over cart specifications, design, branding, and in-mold labelling. The costs related to the procurement of carts will be borne by the Contractor. All replacement parts shall be procured by the Contractor at the Contractor's sole expense. The Contractor will be responsible to deliver, repair, remove and replace carts at the customer's location.

Contractor shall be responsible for the repair of carts (excluding body cracks or approved nonrepairable damages) prior to returning the cart to inventory. These refurbished carts shall be cleaned and repaired to "like new" condition.

Contractor shall be responsible for the sanitary cleaning of each cart exchanged or removed prior to returning the cart to inventory. Grey water generated by this process shall be managed and disposed of consistent with County and State regulations.

The Contractor retains ownership of all containers/carts.

All carts replaced shall be recycled by the Contractor.

5.3.4.4 Communities without Automated Pick-Up Services

There is currently two communities that do not currently have automated pickup service:

- Forest Lake Townhomes
- Baffy Woods Condominium

Residents of these communities currently have their own recycling bins, however the Contractor awarded this contract will be required to provide collection services to these neighborhoods as well. **Front-end load dumpsters or community dumpsters, or all equipment to be provided by contractor.**

5.3.4.5 Trucks

Trucks designated for recycling will be identified as recycling trucks with the Contractor's company logoand will be either covered or secured so as to prevent recyclables from being scattered or spilled.

5.3.4.6 Materials Recovery Facility and Title to Recyclable Materials

Title and liability to recyclable materials collected by the Contractor during the provision of collection service shall also remain with the Contractor until such recyclable materials are properly delivered to the Materials Recovery Facility.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

5.3.4.7 Prohibition of Mixing Separated Recyclables with Garbage

The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City grants prior written approval.

5.3.5 COLLECTION OF BULK AND YARD TRASH FROM RESIDENTIAL SERVICE UNITS

5.3.5.1 Bulk – Waste/Trash

The Contractor will be required to pick up all bulk waste/trash, including large discarded items such as White Goods, toilets, pool heaters, sheet metal, bedding, furniture, and other similar items at the subscribing household from the property adjacent to the street.

5.3.5.2 Bulk – Yard Waste

All trucks used for collection of yard waste (shrubbery, cuttings, palm fronds, or tree limbs and other items of a similar nature) will be either covered or secured so as to prevent yard trimmings from being scattered or spilled. All yard debris collected shall be handled and disposed of in accordance with all Federal, State and local laws, standards, or requirements.

Before processing the yard waste collected from within The City of Cooper City, the Contractor will weigh and record the amount of materials collected.

5.3.5.3 Limit of 6 Cubic Yards per Bulk Pickup for Residential Service Units

There will be a limit of 6 cubic yards of bulk waste that may be collected per collection, per residential service unit.

If a residential service unit places too much bulk for pickup or if it is not properly placed, the Contractor shall not pick up the bulk items and shall take a picture of the bulk waste that is left on the property, documenting the address, date and time and shall tag the bulk pile with a notice and notify the City's Code Enforcement / Compliance Division and Contract Administrator within 24 hours.

5.3.5.4 Frequency - Pickups Once Per Month

The Contractor will collect Bulk Waste and Bulk Yard Waste from each subscribing household twice, per month, on a scheduled route basis. The City may designate that one of the monthly pickups will be strictly for Bulk Yard Waste and the other bulk pickup for Bulk Waste.

The City intends for the awarded contractor to conduct bulk pickups on Mondays only. The awarded contractor shall propose a schedule to the City's Contract Administrator for approval, prior to implementation.

The awarded contractor shall also provide a phone number or an online portal where Residential Service Units can make up to two requests, per calendar year, to exceed the Cubic Yard Limit on a regularly scheduled bulk pick up.

5.3.7 COLLECTION SERVICES FROM COMMERCIAL SERVICE UNITS

5.3.7.1 Commercial Solid Waste Collection Service

a. The Company shall pick-up Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Roll-off(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Roll-off(s).
b. Commercial solid waste shall be collected in individual containers, front-load containers/bins, or compactors. The Company shall retain ownership of the containers, bins or compactors throughout the term of contract and upon its expiration. All containers shall have wheels, lids and the ability to be locked.
c. Customer and Company shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the City shall make the final determination in advance of the change.
d. During the term of this Contract, a written service agreement between the Company and the customer; in a format acceptable to the City, shall be entered into regarding the level and type of service to be provided, for solid waste services only. The written service agreement shall include rate information, the name and address of the Customer, and the name and address of the contact person for the customer in a format as prescribed by the City in advance and a copy shall be filed with the City within five (5) days of execution of the written agreement.
e. The size of the Container(s), Garbage Cart(s) or Roll-off(s) and the frequency of Collection (meeting minimum requirements contained in the City of Cooper City Code of Ordinances, Chapter 8 unless less frequent service is approved by the Town) shall be mutually agreed upon by the Commercial Service Unit and the Company.

f. Commercial Service Units generating more Solid Waste than can be stored in three (3) Garbage Carts or generating a large percentage of putrescent waste, as determined by the City and Company, shall be required to use a Container.
g. The Company shall provide the Container(s) and Roll-off(s) at the approved rental rates.
h. Containers, Garbage Carts and Roll-offs, shall meet accepted industry standards and be maintained by the Company as necessary to maintain efficient and sanitary services.
i. The Company shall notify the City if it is deemed necessary to increase service for a customer. The City reserves the right to approve or decline the service change. If the City approves the service change request, the Company shall notify the customer of the increased service frequency and Rate Structure. If the City declines the service change request, the Company shall continue to provide the customer the current level service.
j. All Containers, Garbage Carts and Roll-offs shall be readily accessible to the Company's crew and vehicles.

5.3.7.1.1 Exclusivity Enforcement

The City shall assist Company in enforcing the exclusivity of this Contract. In the event that a Company determines that a commercial establishment has not contracted with the Company for garbage collection or roll-off collection service, as the case may be, Company may notify the City. The City shall notify the commercial establishment to cure the noncompliance. If the noncompliance is not cured, the City shall file an appropriate enforcement action.

5.3.7.2 Frequency - Minimum Once or Twice per Week

The contractor shall collect a minimum of once per week except for those Commercial Service Units defined as restaurants by Broward County Health for which the minimum service level shall be two times per week, on a scheduled day, all solid waste Carts, Dumpsters, Solid Waste Compactors, and Roll-Off Dumpsters from each commercial services unit in the City.

5.3.7.3 Holidays and Extra Pickups

Collection Service scheduled to fall on a holiday may be rescheduled as determined between the customer and the contractor as long as the minimum frequency requirement is met.

The contractor needs to be able to provide extra pickups for commercial accounts as needed. There are holidays and special events where the Contractor would need to have extra services to avoid overflow and garbage debris on the ground.

5.3.7.4 Quantity, Size & Frequency of Containers & Collections

The contractor shall determine the number and size of carts, dumpsters and compactors, the frequency of collection and the scheduled day of services and will notify the City and the commercial service units. On a weekly basis, the contractor will notify the City's Contract Administrator and the commercial service units when any changes are made related to the number of size of carts, dumpsters and compactors, the frequency of collection and the schedule day of services. The contractor is responsible for ensuring that the containers are properly sized and scheduled following current health and safety guidelines.

In the event of a dispute concerning service levels, the ultimate determination of the resolution shall rest with the city. The city retains the final authority to make decisions regarding the adequacy of service levels.

5.3.7.5 Extra Yardage Billing for Overflowing Commercial Dumpsters

The contractor shall be permitted to bill extra yardage when a commercial dumpster is found to be overflowing on regular service date. If Contractor intends to bill for extra yardage pursuant to this section, Contractor shall take photo of the overage that shall be retained in Contractor's computer system as a public record. Contractor will supply photo to customer upon request.

5.3.7.6 Special Collection for Major Community Events

The City sponsors at least seven (7) major community events located throughout the City each year:

1) Founder's Day
2) Light Up Cooper City
3) Eat to the Beat (3 events a year)
4) Garage Sales (2 events a year)
5) Halloween Event
6) Touch-A-Truck
7) Egg Hunt

The Contractor will be responsible for providing additional collection assistance, collection containers, and disposal services at no cost to the City. The term assistance shall mean bringing and hauling away the collection equipment and coordinating with the Special Event Coordinator on the location of equipment.

5.3.8 CITY FACILITIES

5.3.8.1 No Cost to the City

The Contractor will provide for the collection of garbage, bulk trash and recyclables at all City facilities at no cost to the City.

5.3.8.2 Containers

Contractor provided containers are to be clearly labeled to receive garbage or recyclables. Contractor shall provide and deliver at no cost to the City seven (7) Big Belly Solar Dual Station Units by the commencement of the agreement.

5.3.8.3 Frequency

Frequency of service shall be determined between Contract Administrator and Contractor.

5.3.8.4 Emergencies

In the event of an emergency, such as severe storms, the Contractor will see an increase in the number of pulls or pickups needed from City Facilities.

5.3.8.5 Locations

See **Attachment O** for a list of all city facilities. Contractor understands that the list of City facilities can change and agrees that services are to be provided at all City locations.

5.3.9 DISASTER / SUSPENSION OF COLLECTION SERVICES

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" **or** until the Contract Administrator and Contractor agree, in writing, that service shall be suspended due to unsafe conditions, such as wind speeds exceeding 35 miles per hour (mph), excessive flooding in areas, etc. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day. At the present time, the City Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible.

5.3.10 DISPOSAL LOCATION

5.3.10.1 Disposal Facility

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws.

5.3.10.2 Current Disposal Agreement

The City currently participates in an Interlocal Agreement with Broward County requiring that all processable solid waste and recycling be disposed at the location listed below:

Facility	Address	Days and Hours
- Win Waste Innovations	(location) 4400 South State Road 7 Ft. Lauderdale, FL 33314	Mon-Fri. 4 a.m.-6 p.m. Sat. 4 a.m.-3 p.m.

5.3.10.3 Tare Weight

TARE weights are used by material receiving facilities to calculate the final disposal charge the City pays. These weights need to be validated each year. Depending on the scale system in use at the disposal facility, the Contractor may be required to assist the City by weighing each collection truck in & out three times and recording the information on a TARE WEIGHT REPORT. The average TARE Weight will be used by the disposal facility and the City to validate disposal charges.

The current scale to be used for this requirement will be the scale at the City's current designated disposal site, WIN Facility. In the event that the City's disposal facilities change their scale or the City changes disposal facilities, the Contractor may be required re-weigh the trucks to re-determine the average TARE Weights for each truck.

5.3.10.4 Potential Changes to the Disposal Facility and Location

With the understanding that the City may need to change its Disposal Facility and location, the City wants all potential bidders to be aware of this item. The city reserves the right to direct the waste disposal collection to another location at a point in the future. Location change may be warranted as it relates to the city's participation in a regional approach to solid waste collection as may be formed related to the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, FL. Proposers should be aware that the City may also select to have multiple disposal facilities, which

may be used for the same or different types of wastes, such as regular solid waste, yard waste, recycling, C&D, etc.

5.3.11 COLLECTION CONTAINERS

5.3.11.1 Ownership of Residential Garbage and Recycling Carts

The Residential Service Units currently have a green semi-automated wheeled garbage cart for garbage in the approximate size of 96 gallons and a blue semi-automated wheeled cart for recycling in the approximate size of 96 gallons.

A limited number of customers may have more than one wheeled garbage cart.

The awarded Contractor shall assume the responsibility of all existing carts for garbage and recycling at Residential Service Units.

Ownership of Carts (both garbage and recycling) in the possession of a Residential Service Unit at the end of the Contract shall rest with the Contractor.

5.3.11.2 Ownership of Residential Garbage Cans and Recycling Bins

There are currently two communities that do not currently have automated pickup service:

- Forest Lake Townhomes
- Baffy Woods Condominium

Residents of these communities currently provide their own garbage cans, and have previously issued recycle bins.

Ownership of these Garbage Cans and Recycling Bins that are in the possession of a Residential Service Unit at the end of the Contract shall rest with the Residential Service Unit.

5.3.11.4 New/Replacement Containers for Residential Service Units

The contractor is expected to have containers available for residents in the event a Residential Service Unit reports their cart as damaged or missing/stolen. Upon notification to the contractor by the City or a customer that the Residential Service Unit's Container has been stolen or that it has been damaged beyond repair, the contractor shall deliver a replacement Container to such Residential Service Unit within five (5) Work Days.

5.3.11.5 Smaller Sized Carts

The Contractor shall provide Residential Service Units with the option to choose a smaller sized cart.

The current hauler provides the option for carts in the approximate size of 96, 65 and 35 gallons.

The City does not currently have a list of what size cart(s) each Residential Service Unit has at their location.

5.3.11.6 Additional Carts

The Residential Service Unit may request up to one (1) additional Garbage Cart..

5.3.11.7 Removal/Covering of Contractors Logo on Residential Containers

The current carts have the City logo on one side and may have the current contractor's logo on the other side. In the event this contract is awarded to a new contractor, the new contractor shall be responsible for affixing a high tack heavy duty vinyl sticker with their contact information and general waste collection rules and guidelines for residents over the current contractor's logo.

5.3.11.8 Inspection & Replacement of Containers Prior to the Start of the Contract

All containers shall be inspected by the Contractor prior to the start of this contract.

Any carts that are damaged or missing must be replaced prior to the start of the contract. It is the contractor's responsibility to inspect the carts and determine those carts that need to be replaced.

The Contractor will not have to purchase new carts for those Residential Service Units that have a cart that is not damaged or missing.

5.3.11.9 Repairs & Replacement of Containers

The contractor shall be responsible for the replacement or repair costs of any approved container, lower restraining bar, lids and broken wheels caused by the negligence of his agents or employees and faulty collection equipment or caused by the Residential Service Unit.

If the Residential Service Unit's assigned container is stolen, the Residential Service Unit shall file a Police Report and the Contractor shall replace the container at no cost to the City or the Residential Service Unit.

There shall be no limit on the number of times that a container may be replaced at any given Residential Service Unit.

5.3.12 TRUCKS

The Successful Proposer shall provide, maintain and have available, at all times, the necessary amount of collection trucks to perform the work as specified herein. The Successful Proposer shall also provide sufficient equipment, in proper operating condition so regular schedules and routes of collection can be maintained. Equipment is to be maintained in a reasonable, safe, working condition.

All collection trucks shall meet and comply with all State, County, and City laws, rules, regulations, and ordinances, for the appropriate class of truck.

5.3.12.1 Age of Fleet Requirement

The Successful Proposer shall maintain a reliable and safe collection fleet in good repair. The average age of the collection vehicles in use in the City shall not exceed three (3) years. The City reserves the right to visit and inspect the Contractor's vehicles and facilities.

The appearance of trucks shall be clean, and without dirt, rust, or grime. Trucks shall be washed on a weekly basis and have a uniform appearance, as approved by the City's Contract Administrator. Collection trucks shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations.

If one of the new trucks needs to be temporarily taken out of service, a temporary truck must be immediately put into service, however it must be no more than 7 (seven) years old.

During the course of the contract, including any renewal terms, no truck shall be more than 7 (seven) years old.

The Successful Proposer shall provide and maintain and have available at all times the necessary amount of collection trucks to perform the work as specified herein.

5.3.12.2 Residential Solid Waste and Recycling Collection Trucks

All collection trucks for Residential Solid Waste and Residential Recycling must be capable of handling the requested semi-automated wheeled carts.

5.3.12.3 Appearance

Collection trucks shall be painted uniformly in a color which will be approved by the City, with the name of the Successful Proposer and the number of the trucks printed in letters not less than nine (9) inches high, on each side of the truck, and trucks shall be numbered, and a record kept of the truck to which each number is assigned.

No advertising shall be permitted on trucks servicing the City.

The Successful Proposer is required to keep collection trucks and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance.

Trucks are to be washed weekly or more often, if needed.

5.3.12.3.1 Schedule for Cleaning and Painting Trucks

The Successful Proposer shall submit for approval by the City a schedule showing the frequency of the cleaning and painting of the trucks, the age, and miles.

5.3.12.4 Covers for Non-Packer Trash Trucks

Each non-packer trash truck shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

5.3.12.5 Overloaded Trucks & Spillage

Each truck shall have a fork and broom to address spillage. Trucks shall not be overloaded so as to scatter refuse, however, if refuse is scattered from the Successful Proposer's truck for any reasons, it shall be picked up immediately.

The contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way where collection occurs. During hauling, all waste shall be containerized, tied, or enclosed so that leaking, spilling or blowing is prevented. In the event of any spillage caused by the contractor, the contractor shall promptly clean up all spillage. Spillage shall be promptly reported to Contractor Administrator. Clean up must be approved by the Contract Administrator.

5.3.12.6 Spillage of Hydraulic Fluids

Drivers of trucks which break hydraulic hoses and discharge entering on storm drains shall be acted upon in accordance with the appropriate state and county environmental regulation at contractor's expense. Any discharge on City roads or rights-of-way will be immediately reported to the Contract Administrator, operations stopped, and area thoroughly cleaned placing all cleaning material in truck. A call for a replacement truck or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the City of Cooper City Contract Administrator who in turn will coordinate with the City's Public Works Department. The report will include the address(es) of the area the spilled occurred. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the City of Cooper City and Public Works Department which will be responsible for approving that the clean-up was satisfactory and accepted.

5.3.12.7 Communication Technology / Radio Transceiver

All trucks shall be equipped with operational radio transceiver capable of communicating with the Successful Proposer's dispatch from anywhere within the City.

5.3.12.8 GPS, PTO and Camera Monitoring Technology

All trucks shall be equipped with a real-time, cloud based, Global Positioning System (GPS) tracking equipment. The system shall be easily accessible through a remote online web portal without the need to download software onto the end user's computer. The GPS system will be able to track trucks to see where they are at any given time, what speed the trucks are going and in which direction.

The GPS system shall also allow for the playback of data to see where trucks were on previous trips and what time and speed the trucks were going. The system will allow for Custom Geofencing to allow the City and/or Contractor to establish boundaries and receive alerts if trucks leave the City's border or arrive and leave designated areas.

The equipment will also monitor Power-Take-Off (PTO), on applicable trucks, to indicate when auxiliary equipment is being powered by the truck's engine. This can be used to monitor equipment such as a garbage compactor, a dump truck's trailer or body, loaders, booms, etc. This will allow the City and Contractor to see when the equipment is being used and at what precise location and time. Prior to commencement of the Contract, the City shall confirm with the awarded contractor on which trucks will need to have PTO monitoring installed and available.

In addition, trucks shall also be equipped with external Cameras which can be viewed remotely by the City Contract Administrator so that the City can review any potential situations that may occur, including accidents, missed pick up claims, etc.

The City's Contract Administrator shall be given a login access to view the GPS, PTO, and Camera software remotely to see exactly where trucks are located at any time and to review any previous situations.

One potential solution for Proposers to consider is the Samsara system which can provide all of these features in one system, as shown in the examples below:

City of Fort Lauderdale:
https://www.samsara.com/customers/city-of-fort-lauderdale

Athens-Clarke County Solid Waste Department:
https://www.samsara.com/customers/athens-clarke-county

Sprint Waste Services:
https://www.samsara.com/customers/sprint-waste-services

Cameras:
https://www.samsara.com/fleet/dash-cam

It shall be the Contractor's responsibility to install, maintain and pay for all required equipment and access to the web portal for any employees of the Contractor or City that will have access to the system.

Proposers shall also demonstrate the ability of the system that they select in their proposal to the City.

5.3.12.9 Weight Monitoring Technology

If possible, the City would also like to see real time tracking of the trucks' weight throughout the course of the route, which will help determine how much waste has been picked up at various locations throughout the City.

5.3.12.10 Prohibition on Impeding Traffic

The Successful Proposer's trucks are not to interfere unduly with vehicular or pedestrian traffic and trucks are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow.

15.3.12.11 City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available including video or photographs as needed.

15.3.12.12 Contractor agrees to provide City with information required to calculate greenhouse gas emissions/savings for annual reporting requirements. This may include but not be limited to mileage, fuel consumed, hours operated, and tons hauled.

15.3.12.13 It shall be the sole responsibility of the Contractor to provide at no cost to the City all essential facilities for storage and maintenance of equipment necessary to perform services required under this contract. Additionally, Contractor shall be responsible for providing adequate office space and telephone/data services to perform under this contract, at no additional cost to the City.

15.3.12.14 Contractor shall provide the City Contract Coordinator or designee, including other authorized City staff and elected officials, reasonable access to Contractor's facility and equipment when provided written notice at any reasonable time and place.

5.3.13 CONTRACTOR'S PERSONNEL

The contractor shall employ competent and qualified personnel that shall adhere to municipal, State and federal laws, in performance of Collection Services.

5.3.13.1 Contractor's Representative

Contractor shall have a competent and reliable representative on duty that is authorized to make decisions and act on its behalf. Contractor agrees that City shall have twenty-four (24) hour access to said representative via a non-toll call from City. Contractor shall conduct a background criminal check on Contractor's representative assigned to this contract.

5.3.13.2 Route Supervisor(s)

Contractor shall have a minimum of one (1) permanent full time Route Supervisor dedicated to the City. Route Supervisor shall be scheduled to respond Monday through Saturday, 7:00 AM to 7:00 PM. Contractor shall provide relief personnel coverage by qualified personnel when the permanent Route Supervisor is off. Contractor shall provide City with Route Supervisor's phone number and email address so contact can be made directly when required. Contractor shall conduct a background criminal check on Contractor's Route Supervisor assigned to this contract. Route Supervisor shall:

(a) Be equipped with and respond to collection related issues received from City from the field via a laptop computer with wireless internet access card, or with a handheld data device such as a smart phone.

(b) Be equipped with a cellular phone for communications with City and customers to immediately return phone calls to City and customers.

(c) Be in a company uniform and carry company identification credentials.

(d) Utilize a company vehicle to respond and meet with customers.

(e) Participate in asset protection by ensuring all Carts are out of the street, lids closed and are properly being used by customer.

(f) Be responsible to tag Carts, pull Carts back, and leave informational flyers, on front door or container, to notify customer the reason why the bin or cart was not serviced.

(g) Be responsible to identify overflowing Containers and contact City to notify City of overflowing Containers.

(h) Be responsible to respond to complaints on the same day complaint is received up to 7:00 PM. If the complaint is received after 7:00 PM, the Route Supervisor shall respond to the complaint on the following day, including Sundays.

(i) Replace lost or damaged Carts that need repair or replacement and assist customers by passing out and explaining program information.

(j) Be required, upon the request of City, to conduct route audits to verify information regarding Carts and Containers per customer.

(k) Have strong public relations skills, be able to effectively deal with angry or difficult customers, be able to successfully solve problems while protecting City's interest, highly motivated, dedicated, dependable, resourceful, and ability to establish positive relationships with City and the general public.

(l) Attend periodic meetings with City, at a place and time determined by the City, to discuss and evaluate Collection Services, solve performance related issues, provide input, and share information, to ensure delivery of quality service.

(m) Be required, upon the request of City, to attend public meetings, with City, to explain or promote Collection Services.

(n) Be required, upon the request of City, to perform duties related to Collection Services.

5.3.13.3 Operation Supervisor(s)

In addition to the Route Supervisor position(s) in the section above, Contractor shall also assign a qualified Person or Persons to be in charge of its operations within City, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's representatives and key personnel to Contract Administrator. Such records shall be updated as personnel or contact information changes.

5.3.13.4 Hiring of City Residents and Qualified Personnel

The Contractor is encouraged to hire City residents to fill vacant positions at all levels, if deemed qualified. Contractor shall conduct a background criminal check on all employees assigned to this contract. In addition, Contractor shall ensure that they hire and maintain qualified personnel to provide Collection Services under this Agreement.

5.3.13.5 Employee Uniforms & Safety Equipment/Supplies

All supervisory and Collection employees must be provided safety equipment and supplies prior to and during the performance of their duties. Contractor shall furnish each employee, involved in the performance of this Contract, with a uniform with names, proper identification and a safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times. All safety equipment and procedures shall meet all federal OSHA, state and local safety requirements. Please note, this does not require for executives to wear the company attire when meeting with the City.

5.3.13.6 Employee Training

All employees involved in the performance of this Agreement including office and all Collection personnel, must be provided adequate training before and during their employment with Contractor.

5.3.13.6.1 Customer Service Training

All Collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by Contractor.

Contractor's employees shall treat all customers, co-workers, City employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

5.3.13.6.2 Route and Performance Standards Training

The Contractor shall provide training to familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved, and provide necessary knowledge to eliminate delays and missed Collections.

5.3.13.6.3 Operating and Safety Training

All temporary and newly hired permanent Collection and Supervisory personnel must receive comprehensive safety and operational training prior to working on the Collection trucks.

Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. Such meetings shall be mandatory for all Collection and supervisory personnel and held not less than once per month.

5.3.13.6.4 Training Plan & Manuals

Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.

The contractor must maintain and provide evidence to the City of ongoing employee safety training and practices, upon request of the City. The plan, at a minimum, shall include provisions for the proper training in identifying and handling unacceptable hazardous wastes and worker safety practices, which prevent damage to human health, the environment and private property.

5.3.13.7 Prohibition against Soliciting and Gratuities

Contractor's employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform Collection Services or accept any payments whatsoever on behalf of City while performing duties under this Agreement.

5.3.13.8 City's right to have Contractor Remove Employees

City reserves the right to make a complaint regarding any employee of Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. City may recommend appropriate action be taken by Contractor and may require Contractor to remove any unacceptable employee, as determined by City, from service to City. City reserves the right to have Contractor remove employees who fail to meet these criteria from services related to this Agreement. In addition, the City may require the contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. City reserves the right to request a current employee roster at any time.

5.3.14 USE OF SUBCONTRACTORS

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any changes in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Contractor.

5.3.15 PROPERTY DAMAGE

The Contractor shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. Contractor shall be responsible for all cost associated with repair and replacement of any damages incurred through their operations, and at no additional cost to the City or property owner. Any damages shall be immediately reported to the City's Contract Administrator. Any such damage must be resolved within a period of three (3) business days.

5.3.15.1 Damages to Private Property

Contractor assumes liability for damages to private property such as fences, awnings, trees, etc. during the collection of trash or garbage. Contractor will promptly contact the City reporting any damage to private property and will restore, at the contractors' expense, to a condition at least equal to which existed immediately prior to infliction of damage within a reasonable period of time. The Contractor shall provide a written report to the City's Contract Administrator immediately after the repairs have been completed including before and after photographs of damages and repairs.

5.3.15.2 Damages to City Property

Contractor will promptly contact the City in the event of any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. The City will restore the City property, road, right of way, bridge, or highway at the contractor's expense to a condition at least equal to that, which existed immediately prior to infliction of damage.

5.3.16 ADMINISTRATIVE CHARGES

Administrative Charges (Penalties)

The City wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the Contractor fail to perform in accordance with the provisions herein and/or refuses to pay administrative charges upon receipt of invoice from City, City shall, in addition to the amounts provided below, be entitled to claim against the Contractor or the Payment and Performance Bond of the Contractor. City reserves the right to deduct such charges from Contractor's payment if payment is not received within 60 days of issuance of City's invoice for such charges.

The City Manager, or designee, will oversee assessing of penalties.

5.3.16.1 Notice of Non-Compliance

For penalities, a notice of non-compliance will be sent to the Contractor's designated personnel via email. The Contractor shall have 24 hours, or the time frame specified in the specific sections below, to correct the non-compliance or the fee will begin to accrue until the Contractor has proven compliance, as applicable.

5.3.16.2 Missed Collections $100/household/day

If a collection is missed and the household notifies the City, the City's Contract Administrator will notify the Contractor, via e-mail, who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner.

The Contractor shall make note of any containers that are not at curbside during the regular collection. The liquated damage will not be assessed for noted addresses. Therefore, if a customer sets out a container later, and the address is noted as not set out, the Contractor will not have to collect within 24 hours.

The contractor will be assessed penalties of $100.00 for each missed household pickup per day that is not resolved within 24 hours in the form of a deduction from the proceeds due from the City.

5.3.16.3 Failure to Provide Containers $100/day/household & $250/day/commercial account

The Contractor will provide the requested container to each household within three (3) working days of receiving notice from the City. Failure of the contractor to deliver the container within (3) days will result in a penalty of one hundred dollars ($100.00) per day/per household and two hundred and fifty ($250) per day/commercial account.

5.3.16.4 Failure to Clean Spillage $250/incident/day

Contractor will be assessed at a penalty of $250 per incident, per day, for failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day the spillage occurs.

15.3.16.5 Failure to respond to report of hydraulic, oil or liquid/material spill from cart or truck within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4 pm - $1,000 per occurrence

15.3.16.6 Failure to begin cleaning activities resulting from a hydraulic, oil or liquid/material spill from cart or truck within 6 hours of validated spill - $1,000 per occurrence

Spilled materials following service resulting in customer complaint - $25.00 each complaint

5.3.16.7 Failure to Repair Damage $250/incident/day

Failure to repair damage to public or private property within five (5) calendar days or within the timeframe approved by the City contractor will be assessed at a penalty of $250 per incident per day.

15.3.16.8 Failure to respond to report of property damage within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4pm - $250 per occurrence

5.3.16.9 Failure to Maintain Clean & Sanitary Trucks $100/incident/day

Failure to maintain a collection truck or equipment in a clean and sanitarily manner shall result in the imposition of an assessment of one hundred dollars ($100) per incident per day.

5.3.16.10 Failure to Maintain Licenses $100/incident/day

Failure to have a truck properly licensed or failure of the operator to carry his license while on duty shall resolve in $100 per incident per day.

5.3.16.11 Failure to access the Remote Monitoring System $100/truck/day

If the Remote Online Web Portal to access the GPS, PTO, Camera, and Weight Monitoring system is not accessible to the City for any of the applicable trucks, or the equipment for any of the trucks is unplugged, not working and/or failing to report data, then the Contractor shall be assessed a penalty of $100 per truck, per day.

5.3.16.12 Collections outside of Approved Operating Hours $100/incident/day

Pursuant to section **5.3.2.1 "Hours of Operation"**, the Contractor shall make collections between the hours of 7 a.m. and 7 p.m. Therefore, any collections made prior to 7 a.m. or after 7 p.m., without prior approval of the Contract Administrator, shall result in a one hundred dollars ($100) assessment per incident per calendar day.

15.3.16.13 Commingling waste streams (servicing yard waste carts with MSW carts, servicing recycling carts with MSW carts, etc.) while on route - $2,500 penalty and Contractor responsible for the cost of disposal or recyclable revenues lost, if applicable

15.3.16.14 Failure to maintain scheduled route start and end times (7am to 7pm) - $500 per violation

15.3.16.15 Failure to maintain required staff, including Customer Service Manager/Liaison, Route Supervisor and back-up Relief Personnel/Route Supervisor - $500 per day per staff position

15.3.16.16 Failure to provide scheduled reports within 48 hours of request from City - $100 per day

15.3.16.17 Failure to deliver, exchange, repair or remove cart within five (5) business days following the request being sent to the Contractor - $100 per request (Documented attempts by Contractor where service cannot be provided resets the five (5) business days).

5.3.17 CUSTOMER SERVICE

5.3.17.1 Office Staff and Hours for Complaint Handling

The contractor will provide for prompt handling of complaints by maintaining an office staff that will receive, record and handle complaints. Such staff will be available during the hours of 7 a.m. until 7 p.m., Monday through Saturday. During after hours, weekends, and holidays, the Contractor must make available a phone number to a call center or team of staff that can take calls and messages and respond to those citizen complaints in a timely fashion. The contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint resolve the complaint in a timely manner. All complaints shall be logged in an electronic system and shall be accessible to the City's Contract Administrator at any time.

Additionally, requests for additional, missing or replacement/removal of garbage and recycle carts should be handled by Contractor.

5.3.17.2 Customer Service Program

The contractor shall develop a customer service program focusing on elimination of repeat customer complaints/requests. Customer Service Program is to be submitted in your proposal.

5.3.17.3 Customer Satisfaction Surveys

The contractor should also provide with their submission any past Customer Satisfaction Surveys that have been administered and qualified by a third party source. The surveys should be based on the citizen and commercial business customer's satisfaction rather than the government agency itself. Past customer satisfaction surveys are to be limited to Miami-Dade, Broward, and Palm Beach Counties for the previous three years.

5.3.18 EDUCATION SERVICES

The Contractor shall provide the following public education services:

5.3.18.1 Annual Solid Waste Notice

Each year during the term of this agreement the Contractor shall publish and distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the City prior to publication. The notice shall be distributed by the contractor no later than March 1st of every year of the agreement or such other extended date as may be mutually agreed upon by the City and the Contractor.

The notice **may** include items such as a magnet for the Residential Service Units, which could describe the day and date of the month on which Bulk Waste Collection Service will be provided.

5.3.18.2 Public Awareness Program

Contractor agrees to cooperate in complying with requests of up to forty (40) hours per year from the City to supply a recycling truck and driver at public outreach events, provided that notice of at least five (5) workdays is given. It is understood and agreed that there shall be no charge to the City by contractor for compliance with any requests to provide a demonstration collection truck and driver in response to the City's request. In the event that the City's notice for Contractor's cooperation under this section is less than five (5) workdays, Contractor, at its sole discretion, may agree to provide the requested demonstration truck and driver.

5.3.19 MONTHLY RECORDS AND REPORTING

5.3.19.1 Monthly Tonnage Reports, with Customers Served & Weight Tickets

Before disposal, all garbage collected from waste generators in the City of Cooper City will be weighed and recorded. The contractor shall keep accurate monthly records of the number of customers served and the monthly tonnage of waste handled and shall provide a monthly report, with invoices and weigh tickets, to the City's Contract Administrator and Finance Director within ten days of the end of the

month for which the data was collected. The monthly tonnage report shall be broken down by, a minimum of, solid waste for residential service units, commercial service units, bulk (separated by yard waste and other waste, if the City awards the contract with the services being collected separately), recyclables, hazardous household waste, city facilities and city events. The Contractor will maintain, for a period of seven (7) years, copies of weight tickets that are to be made available for City inspection.

5.3.19.2 Complaints and Resolutions

For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution.

The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format is to be approved by the City's Contract Administrator prior to the award of the contract.

5.3.19.3 Collection Locations and New Containers

Reports should include, but not be limited to such items as new collection locations, collection locations served which do not show on the billing register, locations of new or replacement containers placed by the contractor performing curbside collection.

5.3.19.4 Staffing Reports

At the Commencement of the agreement, and every month thereafter, the Contractor shall provide the City with a report on all employees that work for the Contractor and provide services related to this contract. The report shall include employee name, position, date of hire, and the City in which the employee resides.

5.3.19.5 Report Timeline and Formatting

The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month. The final report format will be approved by the Contract Administrator or designee. The city reserves the right to modify the report format and require more or different information throughout the term of the contract. The city reserves the right to terminate the awarded contract upon contractor's repetitive failure to comply with record keeping.

5.3.20 ADMINISTRATIVE FEE – 3.0% and $50,000 ADMINISTRATION FEE

The city shall be responsible for the billing and collection of payments for all residential collection services except for any additional extraordinary services. As such, the city shall retain an Administrative Fee in the amount of 3.0% of all gross revenue received from residential collection services. The aforesaid payment shall be made to the City by City deducting Administrative Fees from the amounts collected by City from the applicable accounts served by Contractor. In addition to this fee, the Contractor shall be required to pay the City an annual contract administration fee of $50,000 dollars per year to provide municipal oversight and management for the term of this contract. Contractor will pay this annual amount within 30 days of the start date of the contract and every subsequent year thereafter within 30 days of the anniversary date of start of the contract.

5.3.21 FRANCHISE FEE – 12%

A franchise fee equal to 12% of the gross revenues, net of disposal charges and franchise fees, billed and collected on both residential and commercial accounts, shall be submitted monthly beginning with the April 2024 billing period. The residential franchise fee of 12% billed and collected by the City shall be retained by the City. The commercial franchise fee of 12% of gross revenues on all commercial accounts, net of disposal charges and franchise fees, billed and collected by the contractor from all commercial customers, shall be submitted to the City monthly beginning with the April 2024 billing period and accompanied by a form clearly showing the tracking of all franchise fees and total gross revenues as it relates to commercial accounts.

5.3.22 TRANSITION

The Proposer understands and agrees that one-hundred twenty (120) days (Commencement Date) from the time of the formal agreement signing (Execution Date) is intended to provide the Successful Proposer with sufficient time to, among other things, order equipment and prepare necessary routing changes. The Successful Proposer shall provide all services as set forth in this Solicitation no later than 120 days following formal execution of the agreement (Execution Date), with the exception of supplying the specified trucks. The Contractor will be allowed to utilize substitute trucks for 180 days following the 120-day transition period to provide the specified trucks.

5.3.23 TERM OF CONTRACT/FRANCHISE AND PRICE ADJUSTMENTS

5.3.23.1 Contract Length and Renewal Option

The City of Cooper City intends to establish a seven (7) year agreement, with one (1) additional seven (7) year renewal term, upon mutual consent, evidenced by a written amendment to the agreement.

The initial term of the contract resulting from this Solicitation shall commence no later than one-hundred eighty days from the execution of the contract and shall remain in effect for approximately a period of seven (7) years, but no longer than seven years, ending on September 30th.

1.3.23.2 CPI Adjustment to the Collection Component

The rates offered by the Proposer in their proposal shall remain firm for an initial period of approximately two years. After the initial two years of the contract, on the following October 1st, and annually thereafter, the collection component of the monthly rate shall be automatically increased according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the annual change for the month of April or 2%, whichever is less but not less than zero.

5.3.23.3 Changes to the Tipping Fee

If the City awards the contract as a “Turnkey” contract, the City will utilize the Waste Generation Factor that the Contractor used in their bid proposal to re-calculate the new Tipping Fees.

If the City awards the contract as a “Collection Only (Disposal Pass Through)” contract, the City will be covering the disposal fees at the Disposal Facility directly and will pay the adjusted rates.

5.3.23.4 Post Contractual Obligations

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month to month basis until the City establishes a new contract for services.

5.3.24 QUARTERLY PERFORMANCE REPORT CARDS & REVIEWS

The City's Contract Administrator will complete a Performance Report Card on a quarterly basis, at minimum, to address all areas of the Contractor's Performance and to document all services that are being performed in a satisfactory or un-satisfactory manner. These Performance Report Cards will be shared with the Contractor(s) so that they can provide a written plan on how to cure and remedy all areas of concerns and the time line in which these items will be addressed. Failure of Contractor to comply in a timely manner may result in a breach of contract. This process shall in no way limit the City's Contract Administrator and the Contractor from addressing issues as they arise on a day-to-day basis.

5.3.25 TERMINATION

5.3.25.1 Default by Contractor

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. The City shall be the sole judge of nonperformance.

5.3.25.2 City Termination

(a) In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) days after receipt of written notice from City specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), City, may if such breach or default is continuing, terminate this Agreement upon written notice to Contractor.

(b) If Contractor shall fail to cure its breach or default as specified in this Section, City may terminate this Agreement upon thirty (30) days written notice. In such case, Contractor shall not be entitled to receive further payment for services rendered from the Effective Date of the Notice of Termination.

(c) In addition, City may invoke performance and payment bonds and may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in City's sole opinion shall be required for the completion of the Agreement.

(d) All damages, costs and charges incurred by City, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages, and expenses so incurred by City shall

exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

(e) If after Notice of Termination it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in this Section.

(f) Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.

(g) The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section:

1. Contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five (5) consecutive calendar days unless caused by event of Uncontrollable Force. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service.

2. The failure of Contractor to pay amounts owed to City under the terms of this Agreement within fourteen (14) calendar days after such amounts become finally due and payable.

3. In the event that the Contractor becomes financially distressed as evidenced by one or more of the following:

   i. Contractor fails to pay its debts when they become due;
   ii. Contractor has filed for relief or reorganization and bankruptcy or insolvency;
   iii. Contractor makes an assignment for benefit of its creditors in lieu of taking advantage of any available bankruptcy or insolvency law;

   Contractor shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; or if Contractor is adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.

4. The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of Contractor, to assume control of Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.

5. If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.

6. If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement.

5.3.27 CONTRACT SCHOLARSHIP

The contractor, in coordination with the City, will provide the City with $10,000 annually during the life of the contract for a high school scholarship program, to help support selected graduating high school seniors with their future higher education aspirations.

5.3.28 CUSTOMER BILLING

A. Subject to the conditions and limitations in this agreement the city shall:

(i) Submit bills to customer for all the residential services provided by the contractor in the service area; and

(ii) Pay the contractor for the fees collected, less franchise and administrative fees assessed, provided the contractor follows the requirements of this agreement.

B. The City and the Customers shall not have any obligations to pay any fees, charges, cost, or other sum to the contractor unless such payment is explicitly required in this Agreement.

C. All commercial, multi-family service units, and industrial accounts shall be set up and managed by the contractor. The Contractor shall be responsible for the billing and collection of payments for any Commercial Solid Waste or Commercial Recycling Services. The Contractor shall be responsible for remitting the current franchise fee to the City on a monthly basis.

D. In all cases, the city shall have sole authority to determine whether in the extent of which the contractor is entitled to payment or services it provided under this agreement.

E. Neither the Contractor nor its agents, subcontracts, employees or other representatives shall solicit or accept any payment or monetary remunerations from any Customer for the provisions of any service described in this Agreement. If a Customer or other person delivers any money to the Contractor for any service provided in the service area, the Contractor shall forward the money to the Contract Administrator within two (2) Days after the money is received by the Contractor.

F. The Contractor may not pursue legal remedies to collect funds for nonpayment by a customer to the City. The City, as the billing agent for the solid waste contractor, has the following procedures in place related to the collection of non-payment accounts.

For Residential Service Units – A resident is required to come into the City's Utility Office and register to receive water, sewer and solid waste service for any residential address. The resident then begins to receive a bill each month that includes charges for water, sewer, and solid waste services. The utility billing for residents shall be conducted on a monthly basis, with invoices generated and distributed to each resident at the end of each billing cycle. The utility billing accounts are divided into two distinct sections: East and West. The charge for

solid waste service is based on the contracted amount included in the City's solid waste hauler contract. In the event of non-payment, the City completes the following steps:

(1) The Utility office sends the resident a delinquent notice of late payment and a cut-off date for payment before water and sewer services are turned off.

(2) If payment of the delinquent portion of the bill is not made, the Utility Office disconnects the water service to the residential address.

(3) For active accounts (open) the Utility office utilizes the disconnection of water service and the recording on liens as a means for collecting payment on the entire delinquent portion of a residential bill to include solid waste services. The City only places liens on accounts that are in the name of the property owner. The City does not place liens on accounts that are opened by tenants. For inactive accounts (closed) that have a final balance that remains unpaid after 90 days, the Utility Office sends the account to the City's collection agency. Because of the nature of residential solid waste and recycling collection, the Contractor does not suspend service on a house by house basis because of non-payment.

For Commercial Service Units and Multi-Family Service Units –

All commercial, multi-family service units, and industrial accounts shall be set up and managed by the contractor. The Contractor shall be responsible for the billing and collection of payments for any Commercial and Multi-Family Service Units for Solid Waste or Commercial Recycling Services.

G. The City does not assess or collect Sales Use or Service Taxes on the solid waste fee.

5.3.29 DISCLAIMER

The City has, to the best of its knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the bidder. The City neither guarantees nor warranties that the information contained in this Proposal or referenced documents is accurate and complete. The City is not and will not be liable for omissions or errors contained in this Proposal. It is the bidder's responsibility to use this information and verify the same during the bidding and contract implementation periods.

5.3.30 CONTRACTOR'S RESPONSIBILITY / FAMILIARITY WITH THE SCOPE

It will be the sole responsibility of the bidder to tour the specified routes, visit the site of the work, examine the plans and familiarize themselves with the work addressed in the contract and the levels of service expected; collection locations of garbage carts, containers, bulk trash and white goods may vary. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage, recycling collection to each customer.

It will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.

No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evident that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the City's Contract Administrator for interpretation or decision. The Contractor shall have the right to appeal any decisions or findings of the Contract Administrator to the City Commission, whose findings and conclusions shall be final and binding.

[END OF SECTION]

SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

6.1 EVALUATION COMMITTEE

Proposals submitted will be evaluated by an Evaluation Committee. The Evaluation Committee shall be selected by the City's City Manager.

6.2 REVIEW OF PROPOSALS

The Evaluation Committee will use points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate fractional costs will be assigned to other Proposers. Sealed dollar proposals will not be opened until the appropriate time. The Purchasing Division will provide the final rank to the City Manager.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

6.3 EVALUATION CRITERIA

Proposals will be evaluated using the following factors. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price.

CRITERIA	MAXIMUM POINTS
1. Firm Qualifications and Experience	25
2. Qualifications and Experience of Key Personnel	15
3. Overall Approach to the Scope of Services including available resources	30
4. Price Proposal	20
5. Past Performance including client references and years in business	5
6. Demonstrated Financial Capability	5

TOTAL POSSIBLE POINTS:	100

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee for clarification purposes only. The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

NOTE REGARDING PRICE: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

FORMULA EXAMPLE				
Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points *(lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth*	Total Points Awarded - *Round to the nearest tenth*
Vendor A	$100.00	20	$100 / $100 X 20 = 20	20
Vendor B	$150.00	20	$100 / $150 X 20 = 13.3	13.3
Vendor C	$200.00	20	$100 / $200 X 20 = 10	10

6.4 FINAL SELECTION

The City Commission of the City of Cooper City will award the Proposal deemed most qualified based on the submittal criteria.

6.5 RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

[END OF SECTION]

SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.34, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division
9090 SW 50 Place
Cooper City, Florida 33328
(954) 434-4300, 268
Purchasing@coopercity.gov

7.2 SUBMISSION OF PROPOSALS
The following material is required to be submitted by Friday, September 8, 2023 for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

1. One (1) **ORIGINAL, UNBOUND** copy
2. Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
3. One (1) **ELECTRONIC** copy (flash drive)

All proposals submitted shall thoroughly address and be presented in accordance with the requirements outlined below.

A. Title Page: List the following:

1. RFP 2023-2-PW, Solid Waste Removal Services
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Technical Proposal:

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the

proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

- **Cover Page**
- **Proposal Transmittal Letter**
- **Technical Proposal**
    - Refer to section 5.1.1
    - **Proposal Bond**
        - Refer to section 4.5
    - **Executive Summary**
        - Provide a brief summary describing the Proposer's approach to performing the Work requested in this RFP, including:
            - A brief overview history of the Proposer's background and experience providing similar services;
            - The qualifications of the Proposer's key personnel assigned to this project;
            - The proposed approach, including the facilities proposed for use in providing the Work;
            - Other information which the Proposer deems appropriate. Although a page limit is not applicable, the Executive Summary need not to be more than five (5) pages in length.
    - **Proposer Team Identification, Qualifications, and General Information**
        - The Proposer shall provide sufficient information to enable the City to understand and evaluate the organizational structure of the Proposer Team. At a minimum, each Proposer shall:
            - Identify the corporate entity that is submitting the Proposal and that will ultimately execute the Agreement.
            - Identify the Proposer Team Members. Provide the names, addresses, telephone numbers, and e-mail addresses of the contact person for all firms proposed to provide an element of the Work, including as applicable waste receiving, transportation, or disposal.
            - Provide a corporate organizational chart showing the hierarchy of responsibility with lines identifying the participants (both firms and key individuals) who are responsible for major elements of the Work.

- List any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office(s).
- Identify whether the Proposer is structured as a corporation, limited liability company, general partnership, limited partnership or other form of organization. The Town does not wish to contract with a joint venture formed for the purpose of this executing this Work.
- Specifically identify the Proposer Team Member(s) who will undertake financial responsibility for the Work and describe any liability limitations.
- Clearly identify the corporate entity that will fulfill the requirements of the Project Guarantor in accordance with the requirements set forth in this RFP. If the Project Guarantor has a relationship to the Proposer other than a parent/subsidiary relationship, then an explanation of all past and present relationships between the Proposer and its Project Guarantor must be provided.

- **Minimum Qualifications**
  - The proposer shall demonstrate its qualifications and experience providing services similar to those proposed.
  - The Proposer shall be in the business of residential and commercial solid waste, construction and demolition debris and recycling collections and processing and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract.
  - The Proposer must be incorporated for at least three (3) years prior to submittal of this proposal.
  - The Proposer or its officers must demonstrate that they have successfully provided services with similar magnitude to those specified in the scope of services to at least five (5) entities similar in size and complexity to the City of Cooper City.
  - The Proposer or its officers shall have ten (10) years of relevant experience in solid waste management. Project manager assigned to the work must have seven (7) years of experience in solid waste and recycling operations and have served as project manager on similar projects.
  - Before awarding a contract, the City reserves the right to require that a Company submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
  - Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
  - Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

- **Experience and Technical Qualifications**
- The Proposer shall demonstrate its ability to perform the Work by providing the experience in successfully providing similar services, the technical qualifications of the Proposer and each Proposal Team Member
- At a minimum, the Proposer shall provide the following information to demonstrate their experience and technical qualifications relative to the project role proposed:
    - **Solid Waste Collection and Management:** The Proposer shall present its individual member and collective experience in the collection, receiving and disposal of municipal solid waste, including at a minimum, the number of years providing these services. Describe in greater detail projects most similar to this Project.
    - **Bulk Waste and Vegetative Waste Collection:** The Proposer shall present its individual member and collective experience in the collection and transportation of Bulk and Vegetative waste. The Proposer shall provide its experience in the receiving, and processing/disposal of Bulk Waste. Describe in greater detail projects most similar to this Project.
    - **Recyclable Materials Collection and Processing:** The Proposer shall present its individual member and collective experience in the collection, receiving, and processing/marketing of recyclable materials. Describe in greater detail projects most similar to this Project.
    - **Construction and Demolition Debris Collection and Processing:** The Proposer shall present its individual member and collective experience in the collection, and receiving of Construction and Demolition Debris. Describe in greater detail projects most similar to this Project.
    - **Key Project Staff:** The Proposer shall complete the Required Forms and provide the qualifications of all key staff assigned to the Project. This submission shall include the key staff of the Proposer firm, its parent (if applicable), and Proposer Team Members. Information shall include the role in providing the Work, length of time practicing in the profession, and familiarity with facilities and services proposed for this Project. Resumes of key staff should be limited to two pages per person. At a minimum, such information shall be provided for: the overall person in charge of delivering a major element of the Work.
- **Relevant Project Experience**
    - In addition to providing the general technical qualifications and experience requested above, the Proposer shall provide a description of a minimum of five (5) directly relevant projects that clearly demonstrate the Proposer's experience with facilities and services, as applicable, of similar size, scope, and complexity to those services Proposed for this Project.
    - The Proposal Team Member responsible for the reference project must be clearly identified for each reference project. No more than 5 projects should be included in the submittal. Project information must include complete identification including name, location, capacity, name of owner, description of work completed, cost, project status, and address any technical or other challenges associated with performance of the

- Proposer's work. The Proposer shall also provide information in a tabular format for each project described.

- **Project References**
  - Proposers shall complete the Required Forms Proposal Form documenting references for the City to contact regarding the Work proposed. These references can pertain to the proposer's work or the previous work experience of the proposer's officers.
- **CONTRACTOR'S EQUIPMENT**
  - All equipment shall be maintained in a safe operating condition while performing work under this contract. Company shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Company to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Cooper City. The Company shall be responsible for injury to persons caused by the operation of the equipment.
- **STORAGE OF MATERIALS**
  - The Company must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the City.

- **Proposer Team**
  - **EMPLOYEES**
    - Company shall be licensed and insured to perform all services as required by Local, State, and/or Federal Regulations. Company shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.
    - Company shall assign an "On Duty" supervisor who speaks and reads English.
    - Company shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.
    - Company shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.
  - **COMPETENCY OF PROPOSERS**
    - Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.
    - The Proposer shall submit, prior to award of Contract, satisfactory evidence of experience in like work and demonstrate that Company is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

- Proposed Approach
- Operational/Transition Plan

- Business Terms

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its proposal.

D. Cost Proposal

The Cost Proposal Sheet is included in this RFP as Page 6 of 6 of Attachment A. The cost proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The cost evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED "SEALED PRICING SHEET FOR Solid Waste Removal Services"

E. Required Attachments of this RFP and Professional Certifications. **DO NOT INCLUDE THE "COST PROPOSAL SHEET" IN YOUR TECHNICAL PROPOSAL.**

Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida 33328

[END OF SECTION]

ATTACHMENT A
(Page 1 of 6)

City of Cooper City, Florida

PROPOSAL FORMS

Solid Waste Removal Services

RFP 2023-2-PW

Proposal Due: Friday, September 8, 2023

For Information Contact:

The Purchasing Division
Purchasing@coopercity.gov

Release Date: Wednesday, August 9, 2023

Submitted by:_____
(Company name)

ATTACHMENT A
(Page 2 of 6)

Project: Solid Waste Removal Services
Contract Identification: RFP 2023-2-PW
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.

2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.

3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:

    a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
    b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
    c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
    d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
    e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
    f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.

4. Bid/Proposal Copies
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.

5. Addenda, Additional Information-Contact Purchasing Division
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

ATTACHMENT A
(Page 3 of 6)

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to **Purchasing@coopercity.gov**, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, August 31, 2023 at 3:00 PM (EST).**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form (Completed and Signed)
	Transmittal Letter
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form
	City Facilities
	City Maps
	Bond Form(s)

ATTACHMENT A
(Page 4 of 6)

TRANSMITTAL LETTER

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on August ____, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 20 .

(Affix Seal Here)

_____

Clerk/Secretary

Note:

- **Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.**
- **Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.**

(Page 5 of 6)

Bidder's Contact Information

Name of Company: _____

Address: _____

_____

Type of Business _____

Company's Website: _____

Authorized Signatory Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Additional Contact & Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Remit to Address: _____

Remit to Contact: Name: _____ Tel: _____

Remit to Email: _____

ATTACHMENT A

(Page 6 of 6)

COST PROPOSAL SHEET
FOR
Solid Waste Removal Services

MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Notes:
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

Submitted by: _____
(Print)

Authorized Signature: _____
(Sign)

Title: _____

Company Name: _____

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT B

REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

---

2. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

---

3. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

This page shall be completed IN FULL and submitted with your bid/proposal.

ATTACHMENT C

(Page 1 of 2)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

ATTACHMENT C

(Page 2 of 2)directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

_____
Signature

ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation

_____
Doing Business As (If same as above, leave blank)

_____
Street Address City State

_____
State and Date of Incorporation:

_____ _____
Signature of Affiant Date

_____ _____
Print Name Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO._____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

The

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

PROPOSER'S LEGAL NAME

Attachment G

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Attachment H

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at http://fldfs.com/WC/forms.html.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@coopercity.gov.

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

_____

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT L

Scrutinized Companies Affidavit

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I,_____, on behalf of, _____
Print Name and Title **Company Name**

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
COMPANY NAME

_____
PRINT NAME & TITLE

_____
SIGNATURE

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

1. A. I am the _____ of _____ with a
   [Insert Title] [Insert Company Name]

a. local office in _____ and principal office in _____.

2. The entity hereby submits a proposal/offer in response to **RFP 2023-2-PW, SOLID WASTE REMOVAL SERVICES.**

3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

_____
Signature of Affiant

_____
Printed Name & Title of Affiant

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

ATTACHMENT N
(Page 2 of 2)

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT O

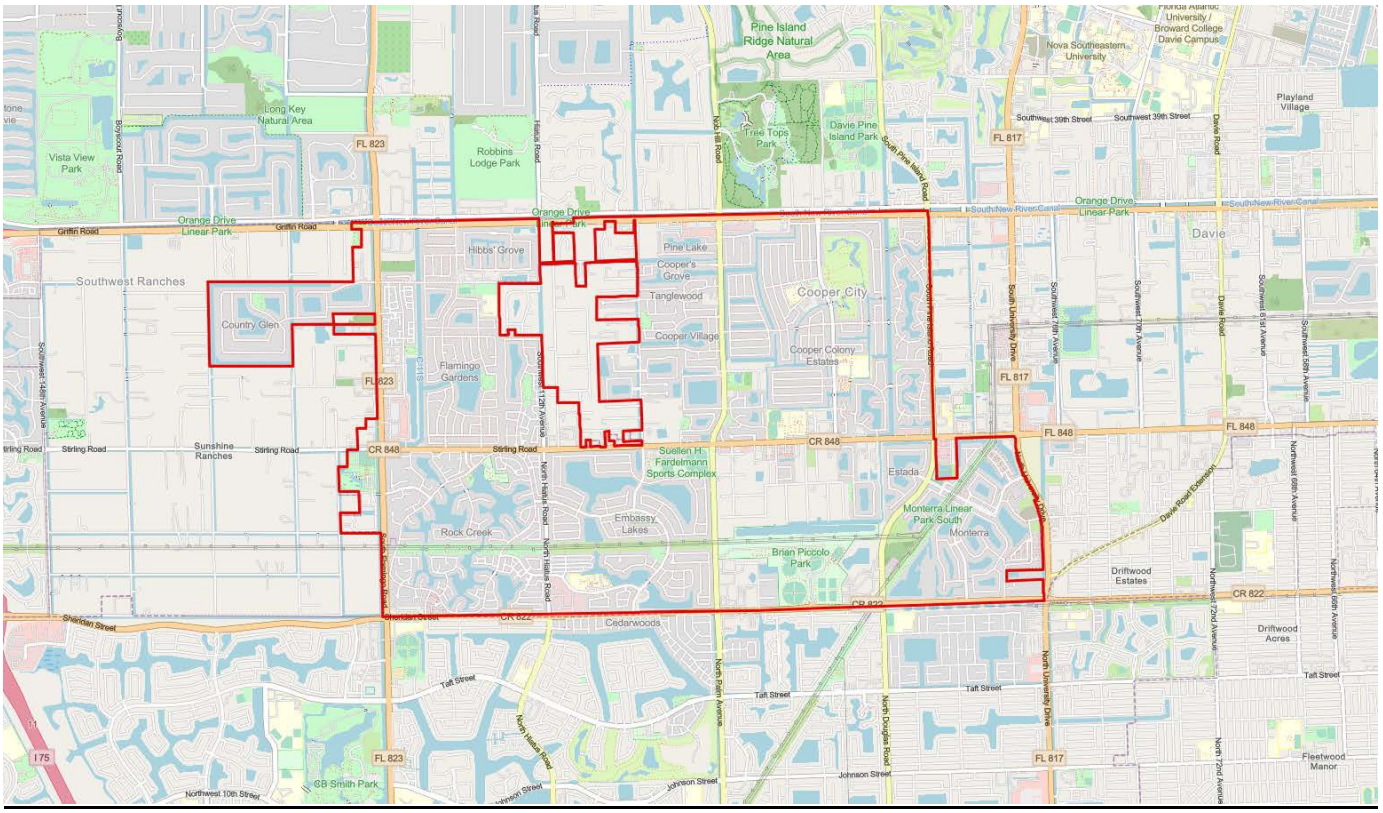
City Facilities

Dept.	Location	Site Adress	Service Frequency	Container Type	Container Size
City Hall	City Hall	9090 SW 50 Place	2 x per week	1 Dumpster	6 cy - short
City Hall	City Hall	9090 SW 50 Place	1 x per week	3 Recycle carts	96 gallons
Community Center	Community Center	9000 SW 50 Place	2 x per week	1 Dumpster	6 cy
Community Center	Community Center	9000 SW 50 Place	1 x per week	1 Recycle cart	96 gallon
Public Works	Public Works	9070 SW 51 Street	1 x per week	1 Recycle dumpster	6 cy
Public Works	Public Works	9070 SW 51 Street	As needed	2 Roll off	20 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	2 x per week	1 Dumpster	6 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	As needed	1 Roll off	20 cy
Fire Dept	Fire Dept	10550 Stirling Rd	2 x per week	1 dumpster	6 cy
Fire Dept	Fire Dept	10550 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Police Dept	Police Dept.	10580 Stirling Rd	2 x per week	1 dumpster	6 cy
Police Dept	Police Dept.	10580 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	2 x per week	1 Dumpster	6 cy
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	1 x per week	2 Recycle carts	96 gallons
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	2 x per week	2 Dumpsters	6 cy
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	1 x per week	1 Recycle dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	2 x per week	1 Dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	1 x per week	2 Recycle carts	96 gallon
Utilities	Utilities	11791 SW 49 St	2 x per week	2 Dumpster	14 cy & 16 cy
Utilities	Fleet	11221 SW 49 St	As needed	2 Dumpster	30 cy
Fleet	Fleet	11221 SW 49 St	2 x per week	1 Dumpster	4 cy - short
Fleet	Fleet	11221 SW 49 St	As needed	3 Roll off	30 cy

ATTACHMENT P

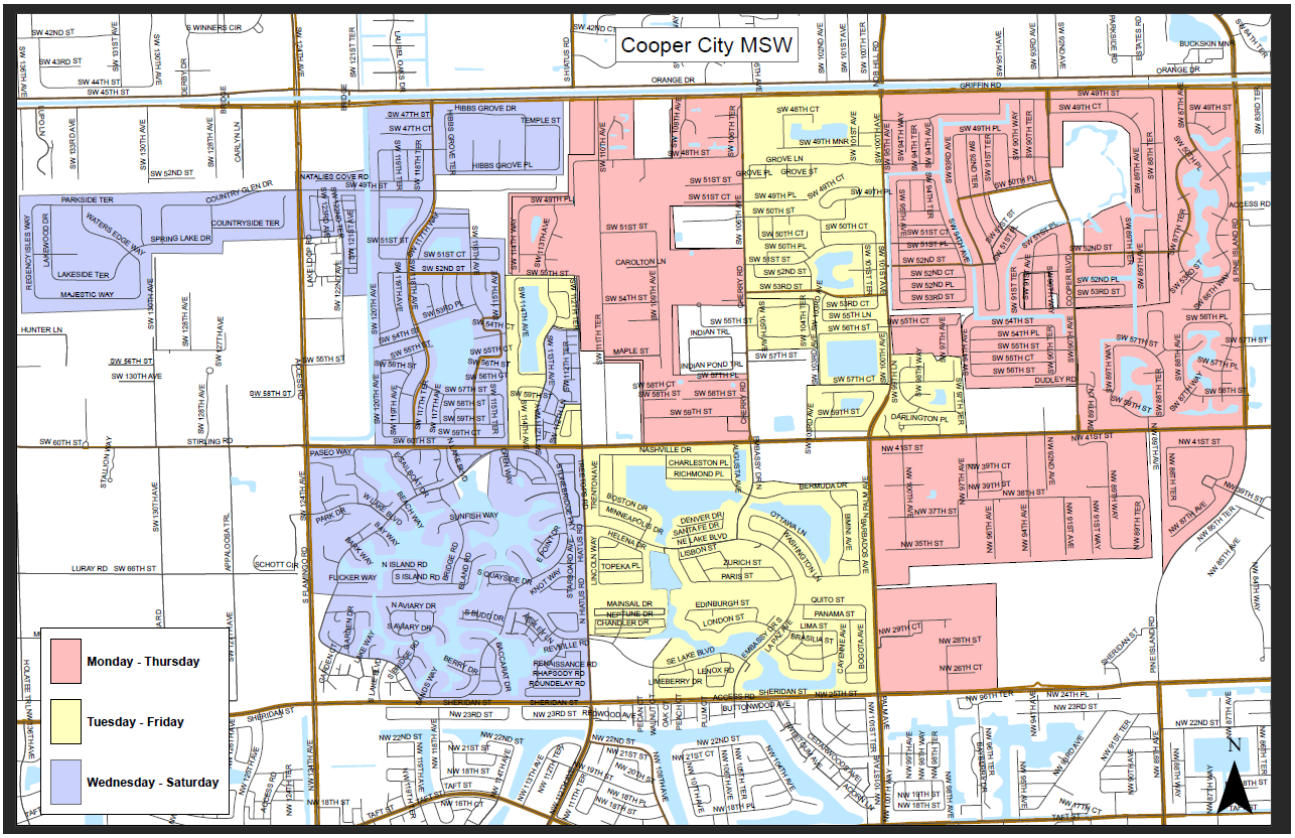
City Map

City of Cooper City Boundary Map



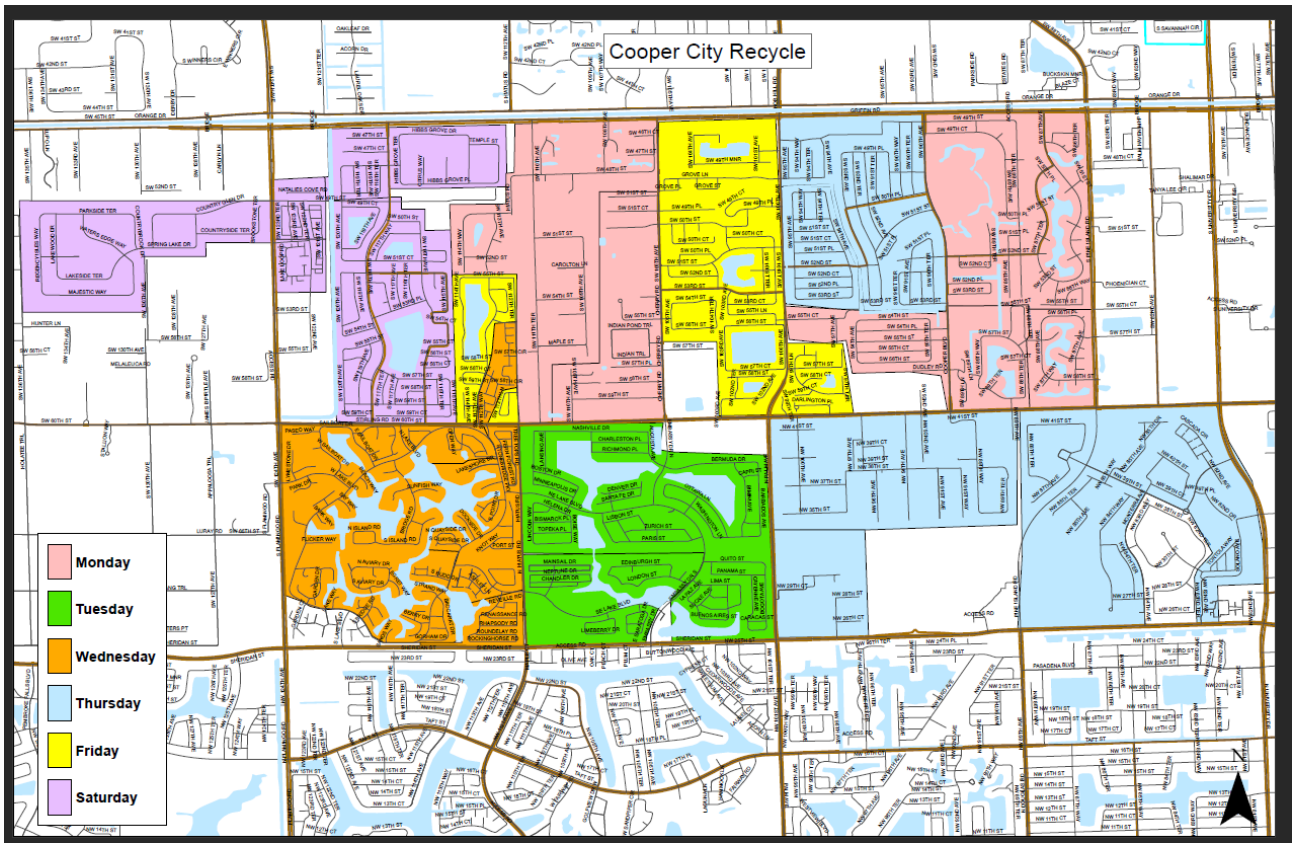
ATTACHMENT Q

City of Cooper City MSW Schedule



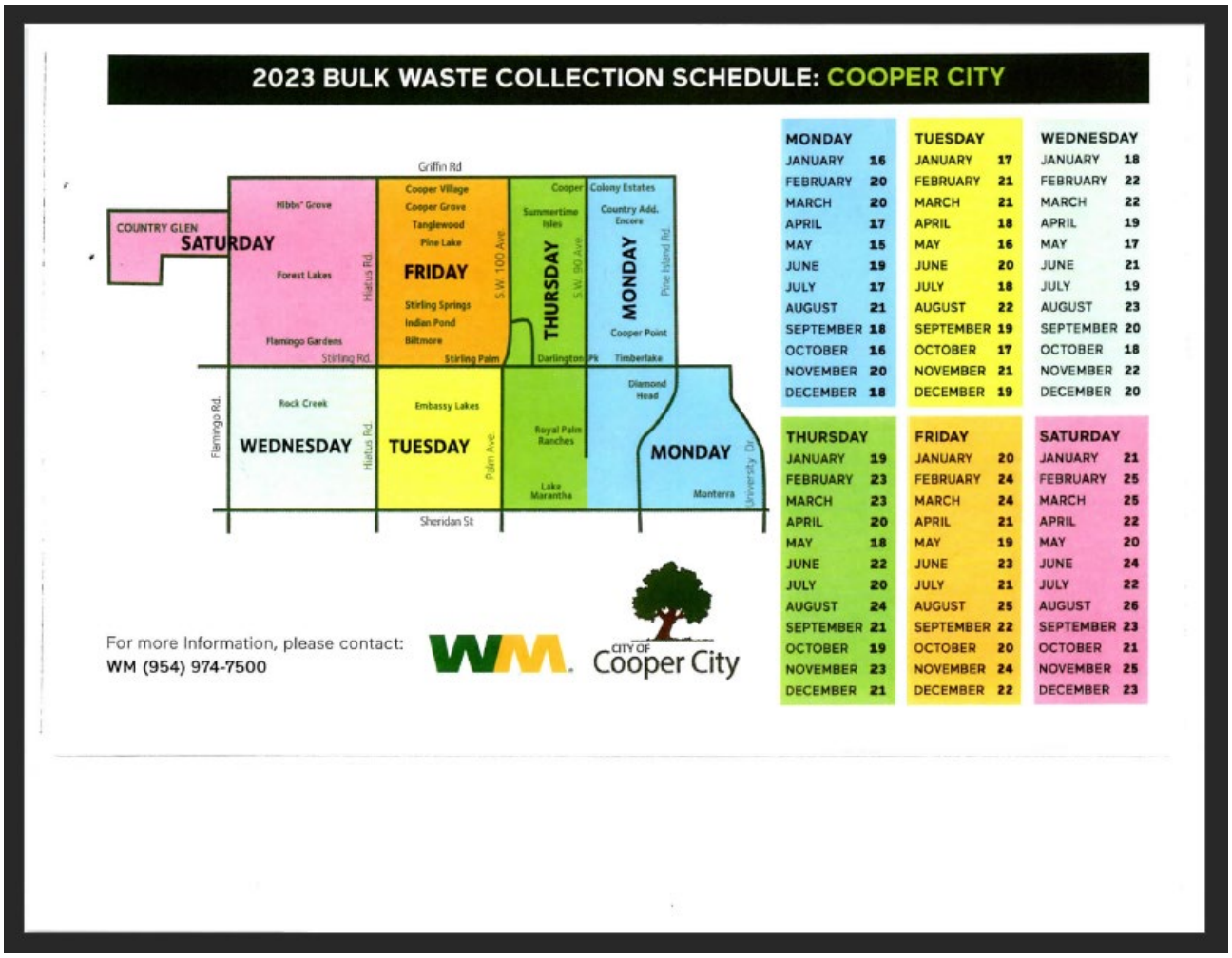
ATTACHMENT R

City of Cooper City Recycle Schedule



ATTACHMENT S

City of Cooper City Recycle Schedule



ATTACHMENT T

Bond Form(s)

CITY OF COOPER CITY PERFORMANCE BOND
COVER SHEET

THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name:_____

Contractor/Principal Address: _____

Contractor/Principal Phone No._____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No._____ **Bid No.** _____

Permit No./Project No._____

Description of Work: _____

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, _____, as Principal, hereinafter called CONTRACTOR, and,_____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars, ($____ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated_____, 20____, for the_____, within _____, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.

4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

4.3 Complete the Contract in accordance with its terms and conditions; or

4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the

OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statues, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

SIGNATURE PAGE FOLLOWS

WITNESSES

Secretary	Principal
	By
(AFFIX SEAL)	Signature and Title
	Type Name and Title signed above
WITNESSES	Surety
Secretary	By
(AFFIX SEAL)	Signature and Title
	Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ACKNOWLEDGMENT PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____,
who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

CITY OF COOPER CITY PAYMENT BOND
COVER SHEET

THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name:_____

Contractor/Principal Address: _____

Contractor/Principal Phone No._____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No._____ **Bid No.** _____

Permit No./Project No._____

Description of Work: _____

FORM PAYMENT BOND

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we,_____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

2. Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

2.5 In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this ___day of_____, 20_____.

SIGNATURE PAGE FOLLOWS

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ACKNOWLEDGMENT PAYMENT BOND

State of_____

County of _____

On this the _____day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I,_____ , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that_____,
who signed the Bond on behalf of the Principal, was then _____of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COMPANY NAME

THIS IS AN AGREEMENT, dated the _____ day of _____, 20___, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

COMPANY NAME, a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Wednesday, August 9, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP 2023-2-PW
"SOLID WASTE REMOVAL SERVICES"

1.2 On **Friday, September 8, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property")

in accordance with the Scope of Services outlined in the specifications, **"RFP 2023-2-PW",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

COMPANY NAME
Attn: INSERT CONTACT PERSON
ADDRESS
CITY, ST ZIP CODE

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

7.1 REQUIRED INSURANCE

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

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

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Insert_Contact_Position**
INSERT CONTACT PERSON
COMPANY NAME
ADDRESS
CITY, ST ZIP CODE
E-mail: insert_contact_email
Telephone No: insert_contact_phone

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

CONTRACTOR:
COMPANY NAME, a Florida corporation

_____
Signature

BY: _____

_____
Print Name

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **COMPANY NAME**, , a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COMPANY NAME** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and seal in the State and County aforesaid this _____ day of 20____.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires: _____

City of Cooper City Proposal Form

RESIDENTIAL AUTOMATED CURBSIDE CART SERVICE					
Service >	Single Family, Duplex, Triplex	Add'l Cart Collection (per month - limit 1)	Off-Street Collection Premium (unit per month)	Special Items Collection (per cubic yard)	Rollout Cart Replacement (unit/occurrence)
Rate/Month	$ -	$ -	$ -	$ -	$ -

COMMERCIAL CONTAINERIZED (NON-COMPACTED)							
Freq >>	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	7x/wk
Size (yds)							
2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COMMERCIAL CONTAINERIZED (COMPACTED)							
Freq >>	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	7x/wk
Size (yds)							
2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -	$ -	$ -	$ -

OTHER SERVICES - RESIDENTIAL AND COMMERCIAL CONTAINERIZED						
Residential Containerized Only			Residential & Commercial Containerized			
Service >>	Bulk Services (per unit)	Recycling Services (per unit)	Casters (per Mo, per Cont)	Container Rollout (per Svc)	Locking (per Mo. Per Cont)	Snapshot - CLEAN (per occurence)
Rate/Month	$ -	$ -	$ -	$ -	$ -	$ -

ROLLOFF SERVICES		
	Solid Waste (MSW) (Rate/Pull)	Const & Demo (C&D) (Rate/Pull)
10 Cubic Yard	$ -	$ -
20 Cubic Yard	$ -	$ -
30 Cubic Yard	$ -	$ -
Per Ton	$ -	$ -

Submitted By:

Firm/Company
Authorized Representative
Title:
Date:

Broward Sheriff's Office
Cooper City District
10580 Stirling Rd.
Cooper City, FL 33026

EXTERNAL MEMO

Date: 08-16-23 CD23-023

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Captain Christopher De Giovanni
Cooper City District Chief
Department of Law Enforcement

Subject: Police Chief's Report – Commission Meeting August 22, 2023

As requested at the June 14, 2022, commission meeting, please accept this memorandum as advanced notice of my police chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: traffic / schools, code, and crime. In addition, a community involvement and vacancy update will be included.

I. Traffic / School Report

a. **Back-to-School Operation –** our team is overseeing an operational plan to help a safe return to school, while, once again, educating parents on school traffic patterns and rules. The operation commenced this week with an education campaign and will run with extra staffing until September 1st.
b. **Parking Enforcement Team –** we are in the process of finalizing steps to implement a new volunteer parking enforcement team here in Cooper City. We believe this new resource will greatly aid public safety, providing a new level of service to our city and residents.

II. Code Report

a. The **commercial plaza initiative** continues with weekly maintenance compliance sweeps. No major concerns or developments.
b. The monthly **gate compliance checks** found a couple of locations with malfunctioning equipment. Through the follow up with Code Enforcement, the issues were remedied and the locations were back in compliance.
c. **July Code Compliance Operation**: As shared in the last report, the Code Enforcement Team was scheduled to conduct a a proactive sweep for quality-of-life issues from July 25th – July 29th. In total, (76) citations were issued for various issues. The top code concern address was parking on the lawn, which had (20) violations, followed by RV / Commercial Vehicle compliance. The majority of residents complied with the initial warning citations, resulting in few citations upon re-inspection.

III. Crime Report

a. **Technology Plan Update:**
    i. **LPRS**: Currently, we are waiting on two FPL sites to be activated, which includes the one site that is pending a county RLA.
    ii. The county RLA draft agreement was finalized and is being brought forth for commission consideration and review.
b. **RTCC Successes:** Since the launch of the city's brand-new Real-Time Crime Center, the public safety team has consistently yielded weekly and monthly success with both active-intelligence and historical-intelligence resulting in various arrests and investigative leads. For example:
    i. On August 7th at 2333hrs, we received an alert that **a vehicle stolen out of Tallahassee** entered our city. Through the quick actions of our deputies and the Priority Service Unit, the suspect was ultimately apprehended.
    ii. On August 12th at 1604hrs, we received an alert that a **felonious vehicle connected to a homicide suspect** entered our city's northern border. Our deputies quickly saturated the area, located the vehicle, and took the occupants into custody. The FBI Taskforce responded and, ultimately, the driver is being deported to Missouri in connection to the homicide that occurred, while the passenger was arrested for other warrants.
    iii. Additionally, numerous criminal and non-criminal investigations have recently benefited from the RTCC mining leads, to include burglary cases, suspicious person(s), as well as a recent vehicle vs. pedestrian accident.

IV. Community Involvement Report

a. **Active Killer Presentation –** our crime prevention deputy and team recently hosted an active killer presentation at Potential Christian Academy. This presentation provided us opportunity to connect with the private school staff while creating a productive conversation on an important topic. A similar presentation is being hosted at the Schott Center August 22nd.

b. **National Night Out Week Success –** we would like to thank the city manager, staff, FD, and commissioners / Mayor for their support of our Cooper City National Night Out Against Crime. It was a great week of activities to help connect residents with their law enforcement team, while showcasing the city's commitment to public safety.
c. **Chip-A-Pet Palooza –** we are organizing a Chip-A-Pet event in partnership with Broward County Animal Control and the Humane Society on September 16th, from 9A-11A, at our district / police station. The event will include: free microchipping and free rabies vaccines for up to 100 people; CPR for dogs demos; giveaways, caricature drawings for pets, and dog ice cream!
d. **Shred-A-Thon & Operation Medicine Cabinet –** we have scheduled a Shred-A-Thon and Operation Medicine Cabinet for Saturday, October 21st, 2023, and wanted to provide advanced notice to the city commission, manager, and residents.

V. Vacancy Report

a. I have no sworn vacancies and one non-sworn vacancy (CSA).

CD

Broward Sheriff's Office
Cooper City District
10550 Stirling Rd.
Cooper City, FL 33026

EXTERNAL MEMO

Date: 08-02-23

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Mr. Gary Harrington
Cooper City District Chief
Department of Fire Rescue and Emergency Services

Subject: Fire Chief's Report – Commission Meeting August 08, 2023

The following is the Fire Chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: Fire Rescue Incidents, Fire Prevention, Community Outreach, Fire Apparatus/Station concerns, and CERT.

I. Fire/Rescue Incident Report

a. Total Fire Related Incidents 064
b. Total Medical Related Incidents 216
c. Total Incidents 07/01/2023 – 07/31/2023 280

Closest Unit Response/Mutual Aid calls for the month of July. Cooper City has responded outside its jurisdiction 24 times and has received outside emergency assistance 21 times.
The breakdown for each city is as follows:

	Pembroke Pines	Hollywood	Davie
BSO/Cooper City Responded outside its jurisdiction	07	0	17
Outside agencies responded to Cooper City	08	0	13

II. Incident Response Summary for the month of July

Total responses	Incident responses < 6 min.	Incident responses 6 – 9 min.	Outliers > 9 min.	Incident responses canceled enroute
280	155	82	16	27

Quickest Response Time: 1:05 min.
Longest Response Time: 14:45 min.
Average Response Time: 5:35 min.

OUTLIERS:

The outliers above represent a small percentage of the total responses. Outliers occur for a number of reasons, and those reasons vary with each call. For example, the longest response time listed above occurred when Quint 28 was on a structure fire at the Countryside Shops (5524-5986 Flamingo Road) and a water leak incident occurred on University Drive. When Quint 28 took the call, the crew had to remove their structural firefighting gear, mount the truck, and respond routinely (no lights or sirens) to the water leak which was located off University Drive. I am familiar with the particular reasons for this outlier because I was personally on the scene of the structure fire.

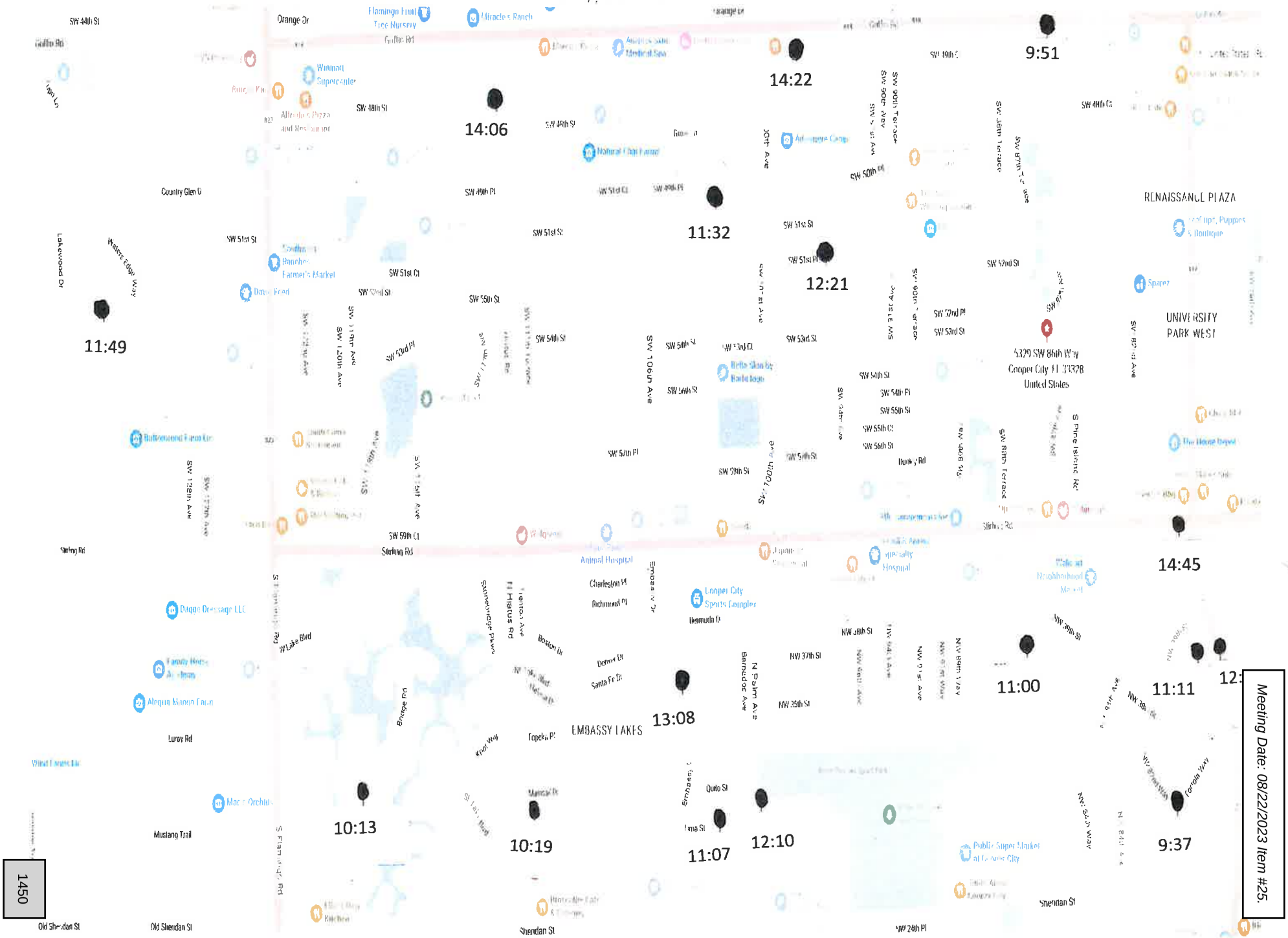
Besides Station 28 units responding from another call, they can also be responding from the hospital or another jurisdiction (as part of the closest unit response agreement), all of which can result in an outlier.

Outliers are not isolated to Cooper City; they occur in all fire departments regardless of jurisdiction. Outliers are also not new to Cooper City as they have always existed. This is not a new issue or a BSO issue. This is an issue that exists in every city no matter who is providing fire/rescue services.

As I have previously discussed with the former City Manager, current City Manager, and the City Commission, I believe that the main reason for outliers is distance. Even if the units left Station 28 on all calls in the city, the station covers 8.5 square miles which is one of the largest areas covered by any one fire station. The average square mile coverage area per fire station is between 4 or 5 square miles. Fire station coverage in Broward County for a sample of cities is as follows: 5.6 square miles for Pembroke Pines, 5.8 square miles for Davie, 5.4 square miles for Weston, 3.8 square miles for Lauderdale Lakes, 3.7 square miles for West Park/Pembroke Park, 2.0 square miles for Hallandale, and 4.0 square miles for Dania Beach. There are similar coverage areas for the remaining fire stations in Broward County.

The placement of fire stations and equipment dramatically impacts the effectiveness and efficiency of services provided by the fire department. I believe the best solution to reduce or potentially eliminate outliers would be two fire stations located equidistance from the east and west city boundaries. The commission will have to decide whether the capital expenditures for two new fire stations are warranted to reduce or potentially eliminate the small percentage of outlier calls. If the commission would like to move forward with that, as in the past, I am happy to assist in any way possible.

MAP of OUTLIERS



Meeting Date: 08/22/2023 Item #25.

III. Fire Apparatus/Station Report

- The new ladder truck is in the drawing phases.
- Two new proposals for the second rescue truck have been provided to the city manager for review along with a recommendation from the BSO Fleet Director and myself. I have met with the City Manager and the ARPA Manager to review the steps for necessary funding. The purchase of the second rescue truck will be placed on an upcoming agenda for the mayor's and city commission's consideration.
- The new Rescue truck is getting ready to paint the chassis. I have sent the chosen paint scheme to the manufacturer. Production dates have not been provided by the manufacturer at this time.
- The electronic lock for the entrance door to station 28 will be a magnetic lock with a code pad to release the lock. The facilities department will be addressing its completion.
- Station 28 will have the new impact doors and windows tinted on August 9, 2023.
- Fire Hydrant flushing has started and will continue for the next several months until complete.

Total Hydrants:	1231
Flushed Hydrants:	793
Out-of-Service Hydrants:	0
Pending:	438

IV. Apparatus Service Days for the month of July

Unit	In-service days	Out-of-service days	Comments
Q28	31	0	
E28	31	0	
R28	31	0	
R228	31	0	
DC28	31	0	

V. Fire Prevention Report

- Fire Inspections: (Year to Date)
  - i. Total Properties 867
  - ii. Completed Inspections 702
  - iii. Oct 1 – July 31 Percentage 80.9%
- Monthly Report for July
  - i. Annual Fire Inspections: 31
  - ii. New Construction Insp: 19
  - iii. Plan Reviews: 17
  - iv. Re-inspections: 28
  - v. Special Events: 00

VI. Community Outreach Report

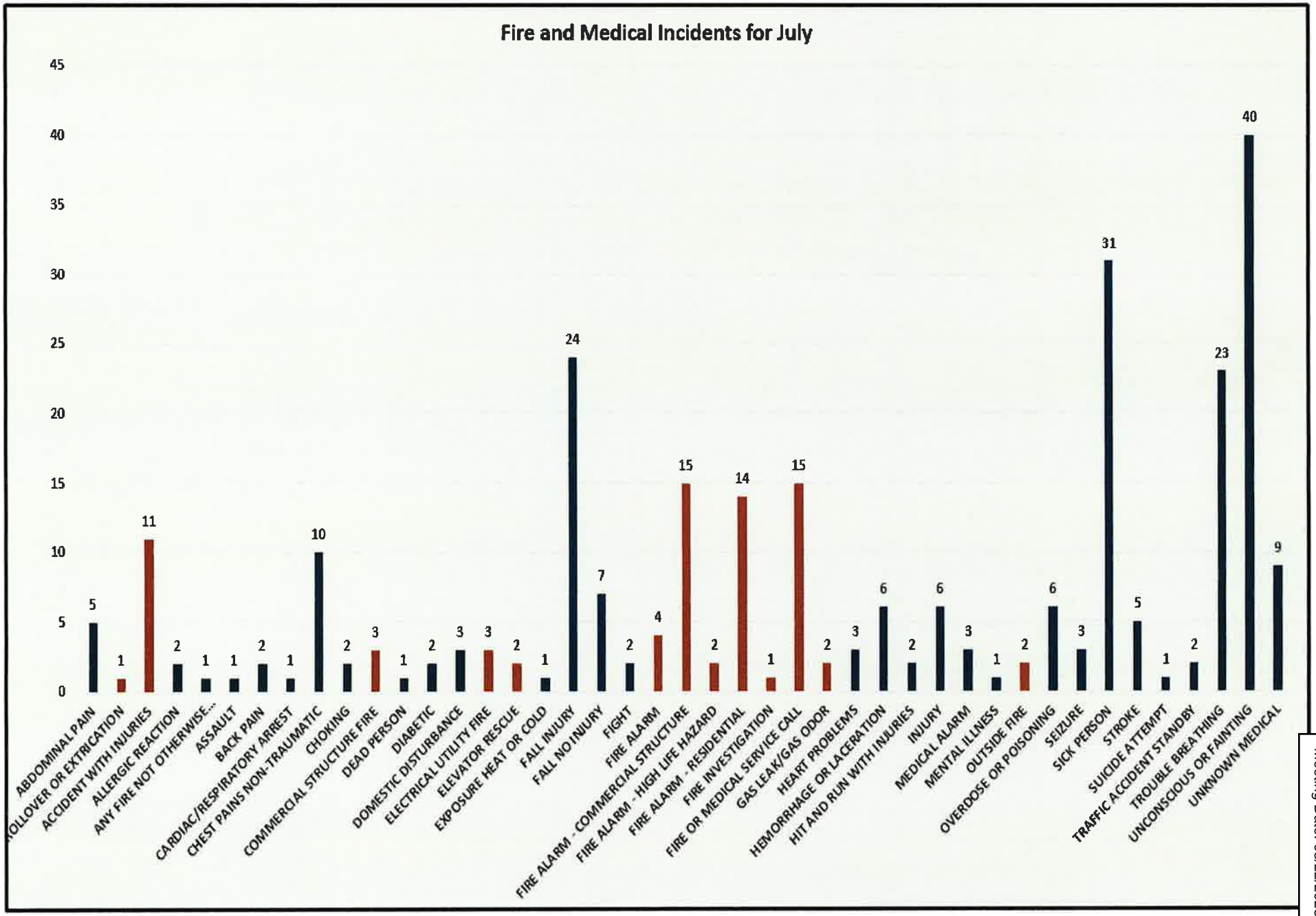
- The BSO Life Safety Educators provided car seat installs for the community on July 5th and July 11, 2023, and July 19, 2023. A total of 7 car seat installs were conducted for the Cooper City residents.

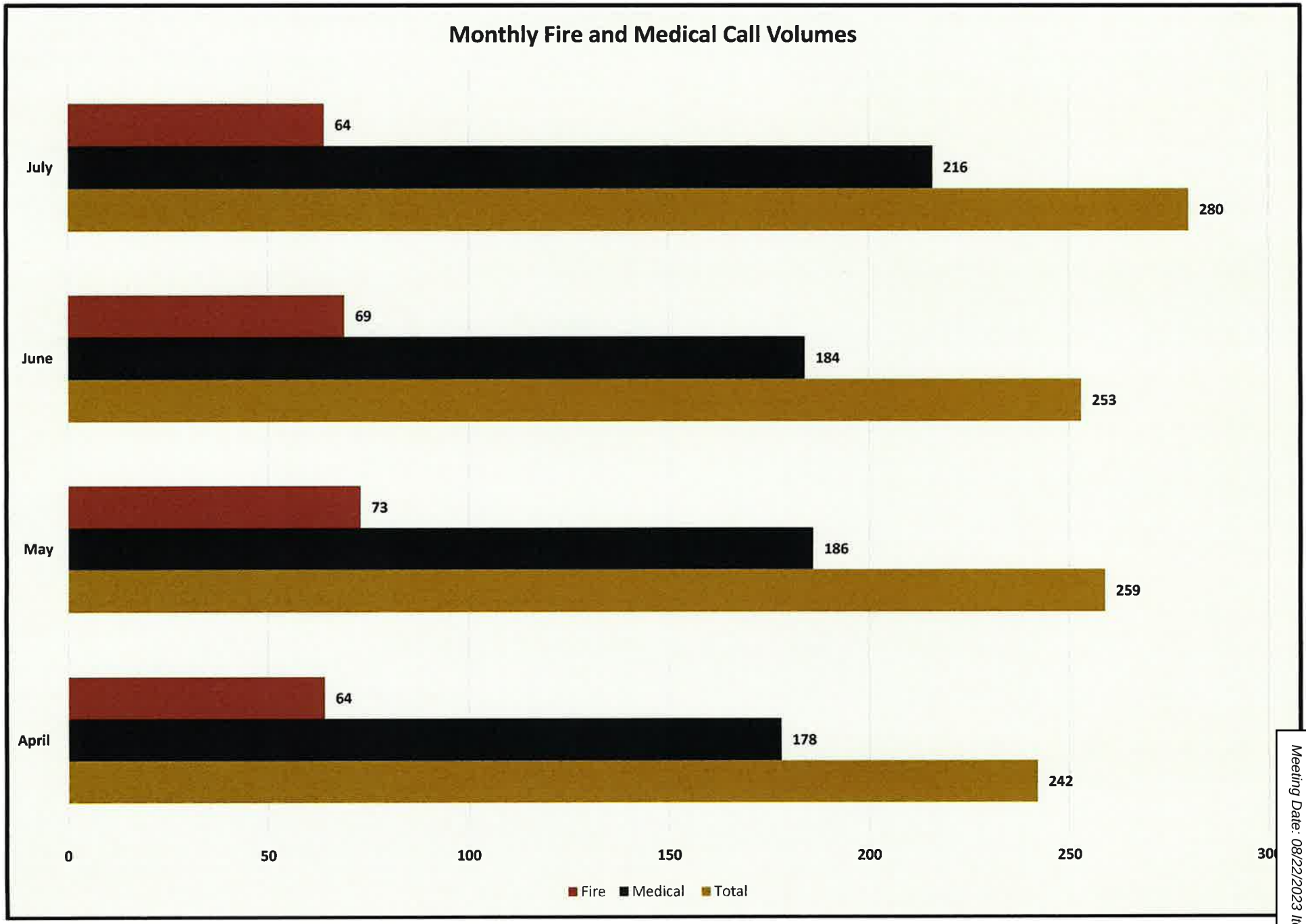
- CERT held a Search training exercise on July 20, 2023, at Suellen Park between 7:00 pm – 8:30 pm. The team initially met at the DLE training room for an informational briefing. The team then conducted a search activity that included a simple outdoor grid search, recovering personal items, and then observing our K-9 search team of Deputy Covet and BSO bloodhound Anthem locating a missing person. The Davie, Pembroke Pines, and Weston CERT teams also participated in the event.

- The CERT Program Managers Committee has secured a 2-night stay for attendees at the upcoming CERT Conference from August 10-12. The CERT Conference is in Orlando, Florida at the Rosen Shingle Centre. I will be in attendance at the conference and out of the office from August 9-12.

- Station 28 participated in National Night Out at the DLE building.

- The Jewish Federation of Broward County will have a fire station tour on August 6, 2023, for approximately 15 kids.


Fire and Medical Incidents for July
45
40
35
30
25
20
15
10
5
0
5
1
11
2
1
1
2
1
10
2
3
1
2
3
3
2
1
24
7
2
4
15
2
14
1
15
2
3
6
2
6
3
1
2
6
3
31
5
1
2
23
40
9
ABDOMINAL PAIN
OLLOVER OR EXTRICATION
ACCIDENT WITH INJURIES
ALLERGIC REACTION
ANY FIRE NOT OTHERWISE...
ASSAULT
BACK PAIN
CARDIAC/RESPIRATORY ARREST
CHEST PAINS NON-TRAUMATIC
CHOKING
COMMERCIAL STRUCTURE FIRE
DEAD PERSON
DIABETIC
DOMESTIC DISTURBANCE
ELECTRICAL UTILITY FIRE
ELEVATOR RESCUE
EXPOSURE HEAT OR COLD
FALL INJURY
FALL NO INJURY
FIGHT
FIRE ALARM
FIRE ALARM - COMMERCIAL STRUCTURE
FIRE ALARM - HIGH LIFE HAZARD
FIRE ALARM - RESIDENTIAL
FIRE INVESTIGATION
FIRE OR MEDICAL SERVICE CALL
GAS LEAK/GAS ODOR
HEART PROBLEMS
HEMORRHAGE OR LACERATION
HIT AND RUN WITH INJURIES
INJURY
MEDICAL ALARM
MENTAL ILLNESS
OUTSIDE FIRE
OVERDOSE OR POISONING
SEIZURE
SICK PERSON
STROKE
SUICIDE ATTEMPT
TRAFFIC ACCIDENT STANDBY
TROUBLE BREATHING
UNCONSCIOUS OR FAINTING
UNKNOWN MEDICAL



Meeting Date: 08/22/2023 Item #25.