CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING

Tuesday, October 27, 2026 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO AGENDA/EMERGENCY MATTERS

PROCLAMATIONS/PRESENTATIONS

1. Business Spotlight Awards
2. Pet Adoption - **Commissioner Mallozzi**
3. Flamingo Road from NW 202nd Street to SR-84/New River Greenway Project Presentation - **FDOT District 4 and Kimley-Horn and Associates, Inc.**

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

4. **Resolution 26-55 (Community Development)**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, GRANTING THE REQUEST FOR VARIANCE PETITION #PZ26-0301 SUBMITTED BY STIRLING PROPERTY INVESTMENT LLC FOR THE PROPERTY GENERALLY LOCATED AT 8631-8861 STIRLING ROAD, COOPER CITY, FLORIDA, TO INCREASE THE REQUIRED PARKING FOR THE PROPERTY FROM 284 SPACES TO 293 SPACES; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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.*

Board/Administrative Reports

5. Finance Report

CONSENT AGENDA

Minutes

6. October 13, 2026 City Commission Meeting Minutes

Resolutions

7. **Resolution 26-56 - (Utilities)**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AGREEMENT WITH KEM HUSSAIN & WAHEEDA BAKSH HUSSAIN, FOR ONE (1) WATER ERC FOR NEW WATER SERVICE ONLY TO THEIR SINGLE-FAMILY HOME LOCATED AT 11000 SW 59TH STREET, TOWN OF DAVIE, FOR A TOTAL COST OF $5,390.11. ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN. SEWER SERVICE WILL NOT BE PROVIDED AS THE HOME WILL REMAIN ON THE SEPTIC SYSTEM; 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.

Motion to Approve

8. Motion to approve a Task Order number 2026-AAJJ-01 under Contract RFQ2024-1-PW with M.C. Harry and Associates, Inc. for architectural and engineering services for the proposed New Utilities Operations Building, in an amount not to exceed $359,282.00. - **Utilities**

9. Motion to approve Task Order No. 2026-07 with Hazen and Sawyer under Contract RFQ2024-1-PW for professional engineering services to prepare a Basis of Design Report for the proposed Wastewater Treatment Plant, in an amount not to exceed $485,100.00. - **Utilities**

10. Motion to approve Expenditure Authority under Contract No. ITB 2023-4-UTL, Odor Control Chemicals, awarded to Momar, Inc. in an amount not to exceed $26,268.00 for the current fiscal year, and in the approved budgeted amount for each subsequent fiscal year during the remaining term of the agreement, including any approved extensions. - **Utilities**

REGULAR AGENDA

11. Optimist Facility Use Agreement

12. Motion to approve and authorize the City Manager to execute a Facility Use Agreement with Renaissance Charter School. - **Administration**

REGULAR RESOLUTIONS

13. **Resolution 26-57 - (Administration/Utilities/Finance)**

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE CITY'S LEGISLATIVE PRIORITIES FOR FY2027-2028; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT THE AWARD OF ALL APPROPRIATED FUNDS, EXECUTE GRANT AGREEMENTS, EXPEND BUDGETED FUNDS, AND TAKE ANY AND ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY GRANT AGREEMENTS CONSISTENT WITH THE FY2027-2028 LEGISLATIVE PRIORITIES; AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER REPORT

14. Public Safety Complex Presentation

CITY ATTORNEY REPORT

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

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

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.

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Community Development

DATE: October 27, 2026

SUBJECT: Business Spotlight Awards

BACKGROUND OF ITEM:
Cooper City's Business Spotlight initiative honors the commitment and success of local businesses that have contributed to the City's economic vitality and formally recognizes their hard work.

The following recipients were selected in their respective categories:

LEGACY BUSINESS AWARD
Q1 – De La Flor Florist & Gardens
Q2 – Park Avenue Gymnastics

EMERGING INNOVATION AWARD
Q2 – Pet Evolution

SMALL BUSINESS AWARD
Q1 – Techy Cooper City
Q2 – Electric Flamingo Tattoo

MAJOR BUSINESS AWARD
Q2 – Tin Cup Bar & Grill

SUSTAINABILITY AWARD
Q1 – Florida Nursery Mart

COMMUNITY LEADER AWARD
Q1 – JMR Jewelers
Q2 – Jeremiah's Italian Ice

*Q1 Winners (previously invited to the Business Expo)
*Q2 Winners (selected at the September Business Advisory Board meeting)

S.R. 823/Flamingo Road from NW 202nd Street to New River Greenway

Trail Feasibility Study

Financial Project ID: 454486-1-12-01

Meet the Team



Modeline Acreus
Project Manager
FDOT District Four
Office of Modal Development



Stewart Robertson, P.E.
Consultant Project Manager
Kimley-Horn and Associates, Inc.



Corinn Beem, AICP
Consultant Project Deputy Manager
Kimley-Horn and Associates, Inc.

Agenda

- Project Location
- Project History
- Project Overview
- Proposed Improvements and Typical Sections
- Project Benefits
- Project Schedule
- Contact Information
- FDOT Safety Message
- Thank You

Project Location

Project:

S.R. 823/Flamingo Road from NW 202nd Street to New River Greenway

Municipalities:

City of Plantation
Town of Davie
Town of Southwest Ranches
City of Cooper City
City of Pembroke Pines
City of Miramar

County:

Broward County

Project Length: 11 miles



Project History

- **2022** - Flamingo Greenway identified in Broward County's Greenways Master Plan.
- **2023** - Broward County submitted SUN Trail Program Request for Funding.
- **2024** - Flamingo Greenway Trail selected by FDOT for funding via a SUN Trail grant.
- **2025** - Feasibility Study Begins

Project Overview

Existing Roadway:

- Four-lane divided road with a speed limit of 45 mph from NW 202nd Street to S.R. 824/Pembroke Road.
- Six-lane divided roadway with a speed limit of 45 mph to 50 mph from S.R. 824/Pembroke Road to I-595.
- Continuous sidewalks along the corridor. Bicycle facilities consist of designated on-street bicycle lanes.
- 12-foot-wide shared-use path on the west side of Flamingo Road between S.R. 824/Pembroke Road and S.R. 820 Pines Boulevard.







Proposed Improvements

- Widen existing sidewalks and add a new 12-foot-wide shared-use path on the corridor.
- Upgrade existing pedestrian curb ramps to add detectible warning surfaces where they are missing, in order to meet Americans with Disabilities Act (ADA) requirements at various intersections.
- Install high emphasis crosswalk markings at various intersections.
- The estimated trail length in the City of Cooper City is 2.4 miles.
- Estimated annual maintenance cost is $30,000 per mile.*

**A Maintenance Memorandum/Agreement is not currently in place as it is typically completed in future project phases.*

Proposed Improvements in City of Cooper City

Existing Typical Section



Taft Street to S.R. 818/Griffin Road/South New River Canal

Proposed Improvements in City of Cooper City

Proposed Typical Section

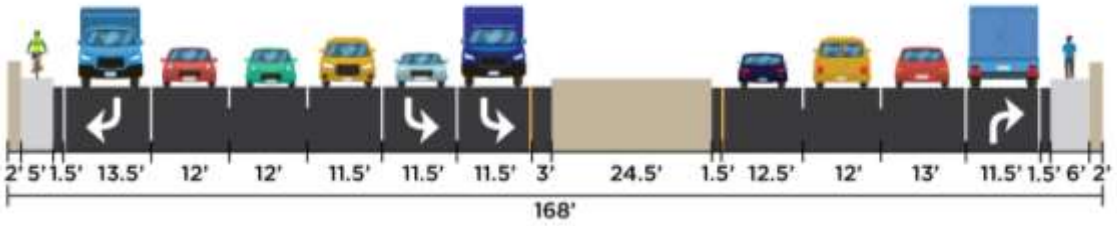


Taft Street to S.R. 818/Griffin Road/South New River Canal

Proposed Improvements in City of Cooper City

Existing Typical Section

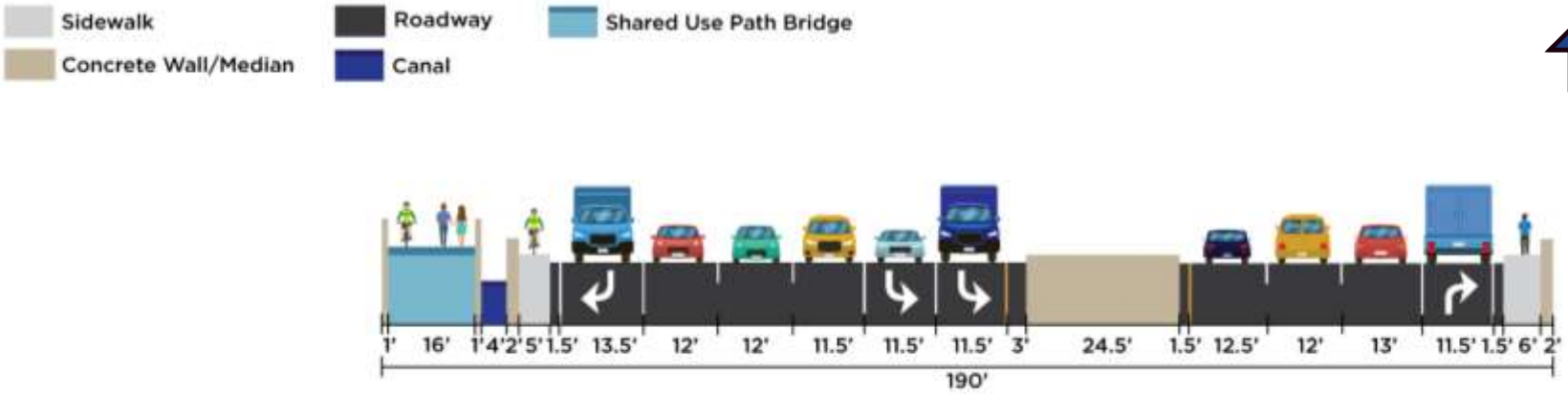
Sidewalk
Roadway
Concrete Wall/Median



Bridge Over South New River Canal

Proposed Improvements in City of Cooper City

Proposed Typical Section



Bridge Over South New River Canal

Project Benefits

Improves Multimodal Safety

Enhances safety by providing a multimodal facility that is separated from the roadway for pedestrians and bicyclists of all skills and abilities.

Enhances Connectivity

Fills a critical gap in Florida's SUN Trail Network, a statewide trail system.

Improves Access

Provides a multimodal option for accessing parks, schools, and commercial uses on and nearby the corridor.

Project Schedule



Anticipated Feasibility Study Completion



Anticipated Preliminary Engineering



Anticipated Construction

FY = Fiscal Year

Project schedule is subject to change.

Contact Information

If you have additional questions, please contact

FDOT Project Manager – Modeline Acreus at:

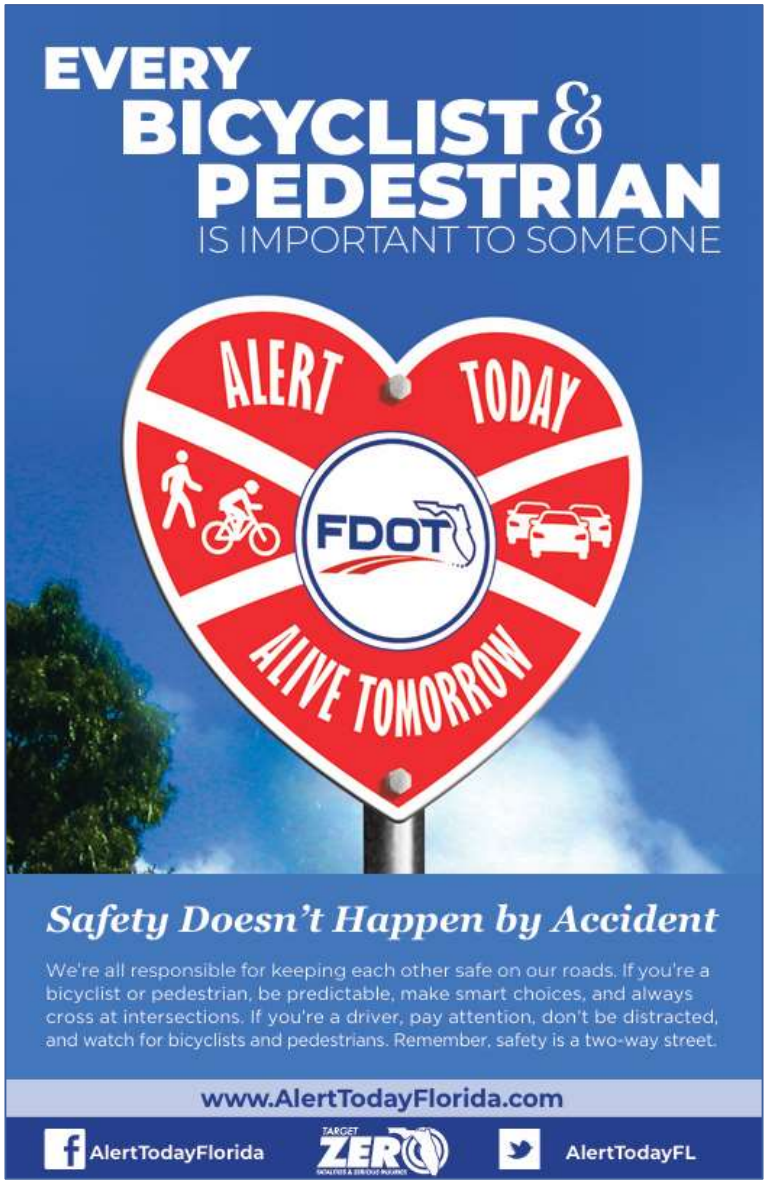
Modeline.Acreus@dot.state.fl.us

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

(954) 777-4347 or
Toll Free: (866) 336-8435; Ext. 4347

Project Website:
https://d4fdot.com/future-projects/4544861/

FDOT Safety Message



THANK YOU!

SUN Trail funding is limited to provisions of Section 339.81, F.S., Florida Department of Financial Services Catalog of State Financial Assistance Number 55.038, and FDOT Work Program Instructions. Projects will be developed as paved nonmotorized multi-use trail / two-directional Shared Use Path (SUP) within the SUN Trail network for bicyclists and pedestrians. FDOT Design Manual Topic 625-000-002 (FDM) [Chapter 224] defines on-system SUP. FDOT Office of Design Topic 625-000-015 – Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook) [Chapter 9] defines off-system SUP. Chapter 316, F.S. defines bicycles, pedestrians, and nonmotorized users.

PART I – APPLICANT INFORMATION

1. Type of Applicant (select one):
   - ☑ Municipality/County Government
   - ☐ State Agency
   - ☐ Federal Agency
   - ☐ Recognized Tribal Government
   - ☐ Metropolitan/Transportation Planning Organization/Agency (MPO)
2. Name, job title and office of the person who will be in direct contact with FDOT for this project:
   Josette Severyn, Multimodal Mobility Projects Administrator, Mobility Advancement Program
3. Agency of the person who will be in direct contact with FDOT for this project:
   Mobility Advancement Program Administration
4. Email of the person who will be in direct contact with FDOT for this project:
   jseveryn@broward.org
5. Telephone number of the person who will be in direct contact with FDOT for this project:
   954-357-9510

PART II – PROJECT OVERVIEW

1. Project Name:
   Flamingo Greenway
2. Municipality where the project is located:
   Multiple- City of Miramar, City of Pembroke Pines, Town of Southwest Ranches, Cooper City, Town of Davie
3. County where the project is located:
   Broward County
4. FDOT district number where the project is located:
   FDOT District 4
5. Boundary of the project proposed for SUN Trail funding (give the address or nearest cross streets, municipality, and zip code):
   a. Termini Begin:
      Flamingo Rd @ NW 202nd St
   b. Termini End:
      Flamingo Rd @ SR-84/New River Greenway
6. Who is the landowner of the proposed project location?
   - ☐ The location of this project is entirely on FDOT right-of-way.
   - ☐ The location of this project is entirely on non-FDOT publicly-owned right-of-way.
   - ☑ The location of this project is on both FDOT and non-FDOT, publicly-owned right-of-way.
   - ☐ Parcels within this project boundary are privately owned, the acquisition of right-of-way must occur.
7. Total length of this project proposed for SUN Trail funding:
   10.8

To be eligible for consideration applicants must APPLY during an open solicitation cycle online at: flgap.com by submitting a complete REQUEST FOR FUNDING with all applicable project information, including required signatures and documentation for each eligible unfunded project phase through the Grant Application Process online system (GAP) [FDOT Procedure 525-010-300 Chapter 4]. FDOT will not accept nor consider late proposals or any proposal not meeting and satisfying the provisions and SUN Trail Eligibility Criteria.

PART III – ELIGIBILITY CRITERIA

1. Funding is limited to geographic areas within the SUN Trail network [which aligns with the Florida Greenways and Trails System Plan's Priority Land Trail network, overseen by the Department of Environmental Protection's Office of Greenways and Trail (Chapter 260, F.S.) and includes connections to and through lands of the Florida Wildlife Corridor Act (Section 259.1055, F.S.)] and will be developed as a paved nonmotorized multi-use trail / two directional Shared Use Path (SUP) for bicyclists and pedestrians. Will the project be developed as a paved nonmotorized multi-use trail / two-directional SUP within the SUN Trail network for bicyclists and pedestrians?
☑ Yes ☐ No
   a. **Provide an aerial location map illustrating the project boundary and project limits.**
   b. **Provide a map illustrating the project location within the SUN Trail network.**
   c. **Provide the project typical section** (this should be a pdf of the typical section schematic depicting existing and proposed features, dimensions, and right-of-way lines).

2. Funding is limited to projects prioritized by the applicable authority. If the project is within a boundary of a Metropolitan Planning Organization (MPO) priority, Section 339.175(8), Board of County Commissioners functions as MPO in nonmetropolitan areas, Section 339.135(4)(c)1, F.S.
☑ Yes ☐ No
   a. Indicate the priority number of the project:
   138
   b. **Provide the prioritization list.**
   c. **Complete Part VII** (CERTIFICATION OF PROJECT PRIORITIZATION).

3. Has a non-FDOT governmental entity formally committed to operation and maintenance of the project
(long-term trail manager)?
☑ Yes ☐ No
   a. **Complete Part VIII** (CERTIFICATION OF WILLING MANAGER).

4. Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), or the long-term management plan(s)?
☑ Yes ☐ No
   a. Indicate the type of plan(s), applicable page number(s) and date(s) of adoption:
   Broward County Comprehensive Plan, Transportation Element,page 5-14, and TE support doc, Broward County
   b. **Provide documentation of applicable project concurrency information** [e.g. supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), unit management plans, etc.].

DO NOT PROCEED TO PART IV IF PROJECT RESULTED IN A "NO" RESPONSE IN PART III.

PART IV – PROJECT DETAILS

1. Project Tier:
   a. Is the project within the Coast to Coast Trail (C2C)?
      ☐ Yes ☑ No
   b. Is the project within the St. Johns River-to-Sea Loop (SJR2C)?
      ☐ Yes ☑ No
   c. Is the project an Individual Trail segment?
      ☑ Yes ☐ No

2. Will the project be developed as a 12-foot-wide asphalt trail?
   ☑ Yes ☐ No

3. Briefly describe the scope and proposed route of the project (1000-character limit):

   The path will be constructed as a 12-foot wide concrete trail alongside the Snake Creek North Fork Canal from NW 202nd Street at the Miami-Dade and Broward County line to the New River Greenway. The design will include safety features for bicyclists and pedestrians using the facility. Additional amenities to be provided by Broward County to enhance the facility, include sheltered benches, landscaping, and trash receptacles. Also, in the vicinity of the proposed Flamingo Greenway are several notable facilities and recreational areas such as the CB Smith Park, Vista Verde Park and the Tree Tops Regional Park Trail, Hiatus Greenway, and New River Greenway.
   The SUN Trail path connects the following municipalities:
   City of Miramar (2.5 miles)

4. Have earlier phase(s) of this project been completed? If not, select “no” and continue to Question 5.
   ☐ Yes ☑ No
   a. Select all project phases that were previously funded, indicate the funding year and completion date (or anticipated completion date for the funded phase).
      ☐ Feasibility Study
      NA
      ☐ Project Development & Environment (PDE)
      NA
      ☐ Preliminary Engineering/Design (PE)
      NA
      ☐ Acquisition of Right-of-Way (ROW)
      NA
      ☐ Construction (CON)* only select for reconstruction/maintenance projects
      NA
   b. Have federal funds been used in the project boundary?
      ☐ Yes ☑ No
   c. As applicable, indicate the source of the federal allocation(s).
      NA
   d. Have FDOT funds been used in the project boundary?
      ☐ Yes ☑ No
   e. As applicable, indicate FDOT financial management number(s).
      NA

5. Indicate the **proposed** method of performing and administering this project:
   ☑ Project to be locally administered (non-FDOT administered).
   ☐ Project to be administered by FDOT.

A responsible estimate of the project costs is required prior to adoption in the Department's Five-Year Work Program. Use Present Day Cost values. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements. Fill out summary of proposed timeline and funding needs, then complete the SUN Trail Cost Estimate (Excel) and upload it to GAP.

PART V – PROJECT COSTS

1. Funding Phase(s) requested:
   - ☑ Feasibility Study (FS) – FDOT Work Program Fund Code: 1x
   - ☐ Project Development & Environment Study (PDE) – FDOT Work Program Fund Code: 2x
   - ☑ Preliminary Engineering/Design (PE) – FDOT Work Program Fund Code: 3x
   - ☐ Acquisition of Right-of-Way (ROW) – FDOT Work Program Fund Code: 4x
   - ☑ Construction (CON) – FDOT Work Program Fund Code: 5x
   - ☑ Construction Engineering & Inspection Activities (CEI) – FDOT Work Program Fund Code: 6x

2. Summary of proposed timeline and funding needs:

PHASE	PROPOSED YEAR(S)	AMOUNT(S) REQUESTED	MATCHING FUNDS	TOTAL PROJECT COSTS	SOURCE(S) OF OTHER FUNDS
FS	2024	804525		804525	Broward County
PDE					
PE		2866380		2866380	Broward County
ROW					
CON		19109196	7500000	26609196	Broward County
CEI		955460		955460	Broward County
TOTAL		$ 23,735,561.00	$ 7,500,000.00	$ 31,235,561.00	$ 0.00

3. Upload the SUN Trail Cost Estimate to GAP.

   For more information refer to the Request for Funding Guidance.

Projects are not required to meet all of the following selection criteria. A numerical ranking will not be calculated, projects with the greatest strengths will advance more quickly.

PART VI – SELECTION CRITERIA

1. Does the project enhance the safety of bicyclists, pedestrians, and motorists?
☑ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☑ Project includes a safety element.

☑ The location of the project is within a hazardous biking/walking zone or in an area with significant numbers of safety concerns.

☑ Project implements a bicycle and pedestrian safety action plan. Give the name of the plan and date of adoption.

Greenways Master Plan, 2002.

☐ Other (list)

Briefly describe how the project enhances the safety of bicyclists, pedestrians and motorists. (1000-character limit):

The project provides a separated bicycle and pedestrian facility creating a low-stress facility adjacent to a high volume, high speed corridor. Based on the ongoing Low Stress Multimodal Mobility Master Plan, the existing condition of Flamingo Road for bicyclists exhibits a high level of traffic stress (LTS) with the route rated as a bicycle LTS 4, uncomfortable for most people and a barrier to bicycling for many. For pedestrians, the existing conditions analysis identifies the route to be rated as a high level of traffic stress with a Pedestrian LTS 3,

2. Is the project recognized as having regional, state, or national importance?
☑ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☑ Project is a part of a Regional Trail System prioritized by the Florida Greenways and Trails Council.

Statewide Priority Land Trail Corridor; FGTS Priority Land Trail Corridor

☐ Project is a part of a National Recreational Trail, East Coast Greenway or a trail that has other national importance.

☑ Project implements an adopted regional bicycle, pedestrian, or trail master plan. Give the name of the regional plan(s).

2002 Broward County Greenways Master Plan, FDOT Shared Use Network Trail.

☐ Other (list)

Briefly describe how the project is recognized as having regional, state, or national importance (1000-character limit):

The Flamingo Greenway is proposed to be a dedicated bicycle and pedestrian facility physically separated from vehicular traffic with the project limits starting at the Broward County- Miami-Dade County Line and extending through five municipalities to connect to Central Broward and the premier Broward County east-west greenway, the SR-84/New River Greenway.

3. Is there a non-SUN Trail financial contribution (match dollars) committed to this specific project being proposed for SUN Trail funding (select the most appropriate response)?

□ Funds are leveraged by multiple public/private sources of investments dedicated to this specific project segment (e.g. federal, state, local, non-profit, private landowner contributions).

If yes, what is the total percentage of match?

What are the sources?

☑ Funds are leveraged by at least one more public/private source of investment dedicated to this specific
project segment.

If yes, what is the total percentage of match?

24%=$7.5M (budgeted,see Part V. 2.) towards Est. Ineligible Costs

What is the source?

Broward County

□ Funds are not leveraged by public/private sources of investments dedicated to this specific trail segment (matching funds are not available for this project).

4. Does the project blend transportation modes by completing, improving, or enhancing existing facilities?

☑ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☑ Project implements Complete Streets goals and initiatives.

☑ Project implements Safe Routes to Schools goals and initiatives.

☑ Project provides a direct connection to regional transit systems (e.g. rail stations, express or local bus routes).

☑ Project is in a designated multi-modal district.

☑ Project has the potential to reduce vehicular congestion.

☑ Project improves access in a Bicycle Friendly Community or Bicycle Friendly University, as designated by the League of American Bicyclists. If yes, indicate the name of the designated community or university:

Broward County

□ Project improves access in a Walk Friendly Community, as designated by the Pedestrian and Bicycle Information Center. If yes, indicate the name of the designated community:

□ Other (list)

Briefly describe how the project blends transportation modes (1000-character limit):

The Flamingo Greenway will provide access to dedicated bus routes along Flamingo Rd. The Flaming Greenway may also be used as a safe route to school. The following schools are within close proximity to the proposed Flamingo Greenway: Archbishop McCarthy High School, Franklin Academy, Rock Creek Academy, and Learning City Academy.

5. If proposing construction funding, select the most appropriate response:
   - ☐ Project is ready for immediate construction and all pre-construction phases are complete.
   - ☐ Project is capable of near-term development; the design is nearly complete and permitting is underway.
   - ☐ The Project Development and Environment Study (PDE) is complete/nearly complete.
   - ☑ None of the above statements are true.

6. Does the project have documented public support?
   ☑ Yes ☐ No

   If yes, select from the following and briefly explain how the project meets the selection criteria.
   - ☐ The greater community supports the project as demonstrated by recently adopted proclamations or resolutions expressing commitment. Give the resolution number, adopted date and participating parties.
   - ☑ Demonstration of public support is consistent across multiple entities representing the greater community rather than a select few interest groups. Briefly explain. (100-character limit):
     Letters of support have been provided by municipalities along the corridor, BPAC, and Complete Streets Team.
   - ☐ Recent community surveys indicate both need and support for the project. Briefly explain. (100-character limit):
   - ☑ An advertised public meeting for discussing the project occurred. Give the date and type of meeting.
     Broward County BPAC Meeting, November 8, 2023. City of Pembroke Pines- Century Village, August 19, 2021
   - ☐ Other (list)
     Pembroke Pines City Commission, March 16, 2022, Legislation Text 22-0197 (Packet attached)

7. Does the project have a significant immediate impact to the quality of life by enhancing economic opportunities and providing connectivity to destinations?
   ☑ Yes ☐ No
   If yes, check applicable attributes and briefly describe how the project meets the selection criteria.
   - ☑ The project connects to or through federal, state, or local conservation/recreation areas. List public lands.
     The project extends through state and county owned public lands and connects to Broward County's CB Smith
   - ☑ The project connects people to jobs, businesses, or civic resources.
   - ☐ The project is along or connects to a Florida Scenic Highway. List the Scenic Highway(s).
   - ☐ The project is within a Florida Trail Town as designated by the Florida Department of Environmental Protection.
   - ☐ The project is part of a public/private partnership where developers, linear corridor owners, small businesses, corporations, foundations, or private sector partners are directly supporting the project.
   - ☐ The project is within a Rural Economic Development Initiative (REDI) Community defined pursuant to Section 288.0656, Florida Statutes. List the REDI area.
   - ☐ The project is within a Rural Area of Opportunity (RAO) defined pursuant to Section 288.0656, Florida Statutes. List the RAO Area.
   - ☐ Other (list)
     The project also connects to schools and transit routes.

8. Does the project enhance or preserve environmental resources?
☑ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☐ The project's environmental impact assessment or statement did not identify specific issues.

☐ The project's environmental approval and permitting process is complete.

☑ The project restores or mitigates impacts of environmental degradation.

☑ The project incorporates water quality or drainage improvements.

☐ The project incorporates conservation initiatives to restore/maintain connectivity by reducing vehicle-caused wildlife mortality.

☐ The project ensures the Florida Ecological Greenway Network (FEGN) maximizes protection of high priority linkages and maximizes the use of previously disturbed lands. This project is within a FEGN Priority Linkages 1 – 3 and is compatible with lands of the Florida Wildlife Corridor Act (Section 259.1055, F.S.)..

Briefly describe how the project enhances or preserves environmental resources. (1000-character limit):

Replanting an area with native plants would be mitigating the impact to the environment of turf line easements and create islands of green. Native plant species act as keystones to recovery, providing food, shelter, and places for wildlife to raise their young. Native species once established would need no additional watering and would assist in filter stormwater drainage and filtering of the water as it returns to our aquifer. Once restored, this trail would be a highly visible project in our Urban area and would provide a corridor for our residents to

9. Does the project facilitate a system of interconnected trails by closing a gap in the SUN Trail network?
☑ Yes ☐ No

If yes, how many miles of connected trail, open to the public will be available once this specific project is complete?
49.24 miles on the SUN Trail Network

List the trail names:
Hiatus Greenway (7.71 miles), New River Greenway (12.33 miles), Cypress Creek Greenway (10.8 miles)

10. The project includes cost-saving elements.
☐ Yes ☑ No

If yes, briefly describe the potential for overall cost savings for completing this project in conjunction with another project (e.g. new/resurfacing roadway, redevelopment/new development project, trail phase/extending trail project). Provide the other project(s) scope and schedule, the funding source, the funding year, and if funding is through FDOT, provide the Financial Management Number. (1000-character limit):

PART VII – CERTIFICATION OF PROJECT PRIORITIZATION

1. For projects within a MPO boundary, complete the following information. If the project is outside of a MPO boundary, continue to Part VII, question #2.

Name of Applicable MPO/TPO:
Broward Metropolitan Planning Organization

MPO/TPO Contact:
Peter Gies

MPO Address:
100 W Cypress Creek Rd #650

Municipality, State and Zip:
Fort Lauderdale, FL 33309

Contact Email:
giesp@browardmpo.org

Contact Telephone Number:
954-876-0048

Signature:

Peter Gies

Digitally signed by Peter Gies
Date: 2023.12.18 16:48:07 -05'00'

Print Name:
Peter Gies

Title:
Systems Planning Manager

Date:
12/18/2023

Your signature confirms the requested project is (1) consistent with MPO/TPO plans and documents; (2) it is an eligible priority of the MPO/TPO, (3) the MPO/TPO supports the project; and (4) you possess authorization to sign the certification of project prioritization.

2. For projects outside of a MPO boundary, complete the following information:

County Name:

Contact Name:

Contact Address:

Municipality, State and Zip:

Contact Email:

Contact Telephone Number:

Signature:

_____

Print Name:

Title:

Date:

Your signature confirms the requested project is (1) consistent with applicable county, municipality, comprehensive plan(s) and/or the long-term management plan(s) and documents; (2) it is an eligible priority of the County (tribal government, federal or state managing agency); (3) the applicable entity supports the project; and (4) you possess authorization to sign the certification of project prioritization.

SUN Trail funded projects require a non-FDOT governmental entity formally committed to providing maintenance of the project (long-term trail manager). FDOT will enter into an agreement or other form of documented commitment with the entity to ensure that a local sponsor/agency is committed to long-term trail maintenance (long-term trail manager). The managing entity will be responsible for the day-to-day upkeep and daily operation; protection for the trail users; they will reduce safety hazards that occur; and they will ensure a quality level of service is maintained on the facility. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, maintenance of drainage, and other regularly scheduled maintenance activities. For trails constructed in the FDOT ROW, FDOT will provide remedial maintenance which involves repairing, replacing, or restoring major components that may have been damaged or destroyed. Minor repairs such as sealing asphalt pavement or repainting may occur every five to ten years, while major repairs may occur every 20 to 25 years. The area of responsibility will be the footprint of the trail within FDOT ROW as defined by the district. ALL other maintenance will be the responsibility of the non-FDOT governmental entity. **Submit the Certification of Willing Manager(s) for all proposed trail segments.**

PART VIII – CERTIFICATION OF WILLING MANAGER(S)

Name of Project:
Flamingo Greenway

FROM:

Name of Managing Entity:
Broward County

Name of Contact and Job Title:
Anh Ton, Director, Broward County Highway and Bridge Maintenance

Address:
1600 Blount Road

Municipality, State, and Zip Code:
Pompano Beach, FL 33069

Contact Email:
aton@broward.org

Contact Telephone Number:
954-357-6040

Signature:
Anh Ton
Digitally signed by Anh Ton
Date: 2023.12.18 10:42:57 -05'00'

Print Name:
Anh Ton

Title:
Director, Broward County Highway and Bridge Maintenance Division

Date:
12/18/2023

Your signature serves as certification of (1) a commitment from your agency to maintain the facility requested and that your agency will enter into a Maintenance Memorandum of Agreement with the Department for the Project prior to the completion of design, or at the time of programming funding for any project proposed for a later phase; (2) the information in this "Request for Funding" is true and accurate; (3) to comply with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4) to comply with the Americans with Disabilities Act; (5) lands developed with SUN Trail funds will be available for public use for the lifespan of the improvement; (6) support of other actions necessary to fully implement th proposed project; (7) and you possess authorization to sign the certification of the willing manager.

Flamingo Road Greenway SUN Trail Request for Funding- Attachments

CONTENTS

Part III- Eligibility

1. Project Location Documentation

a). Provide an aerial location map illustrating the project boundary and project limits.

b). Provide a map illustrating the project location within the SUN Trail network.

c). Provide the project typical section (this should be a pdf of the typical section schematic depicting existing and proposed features, dimensions, and right-of-way lines).

2. Broward MPO MTP Prioritization List & Supporting Backup

4. Documentation of Planning Consistency/Concurrency

b). Provide documentation of applicable project concurrency information

Broward County Comprehensive Plan, Transportation Element, p. 5-14

Broward County Comprehensive Plan, Transportation Element Support Document, p.12, 63.

Broward County Greenways Master Plan, 2002, Flamingo -Hiatus Greenway

Part IV- Project Details

3. Request for Variance- Justification for Concrete Paving Material.

Part V- Project Costs

3. SUN Trail Cost Estimate

Part VI- Selection Criteria

6. Documented Public Support

Letters of Support;

- City of Miramar,
- City of Pembroke Pines,
- Town of Southwest Ranches,
- Town of Davie,
- Broward County Bicycling Pedestrian Advisory Committee,
- Broward County Complete Streets Team.

BPAC Meeting Agenda, November 8, 2023

Pembroke Pines City Commission Packet, March 16, 2022

- Agenda, Legislative Text, Minutes, Fully Executed Interlocal Agreement.

8. Environmental Resources- Flamingo Greenway Natural Resources Evaluation

Part III- Eligibility

1. Project Location Documentation

a). Provide an aerial location map illustrating the project boundary and project limits.

b). Provide a map illustrating the project location within the SUN Trail network.

c). Provide the project typical section (this should be a pdf of the typical section schematic depicting existing and proposed features, dimensions, and right-of-way lines).

2. Broward MPO MTP Prioritization List & Supporting Backup

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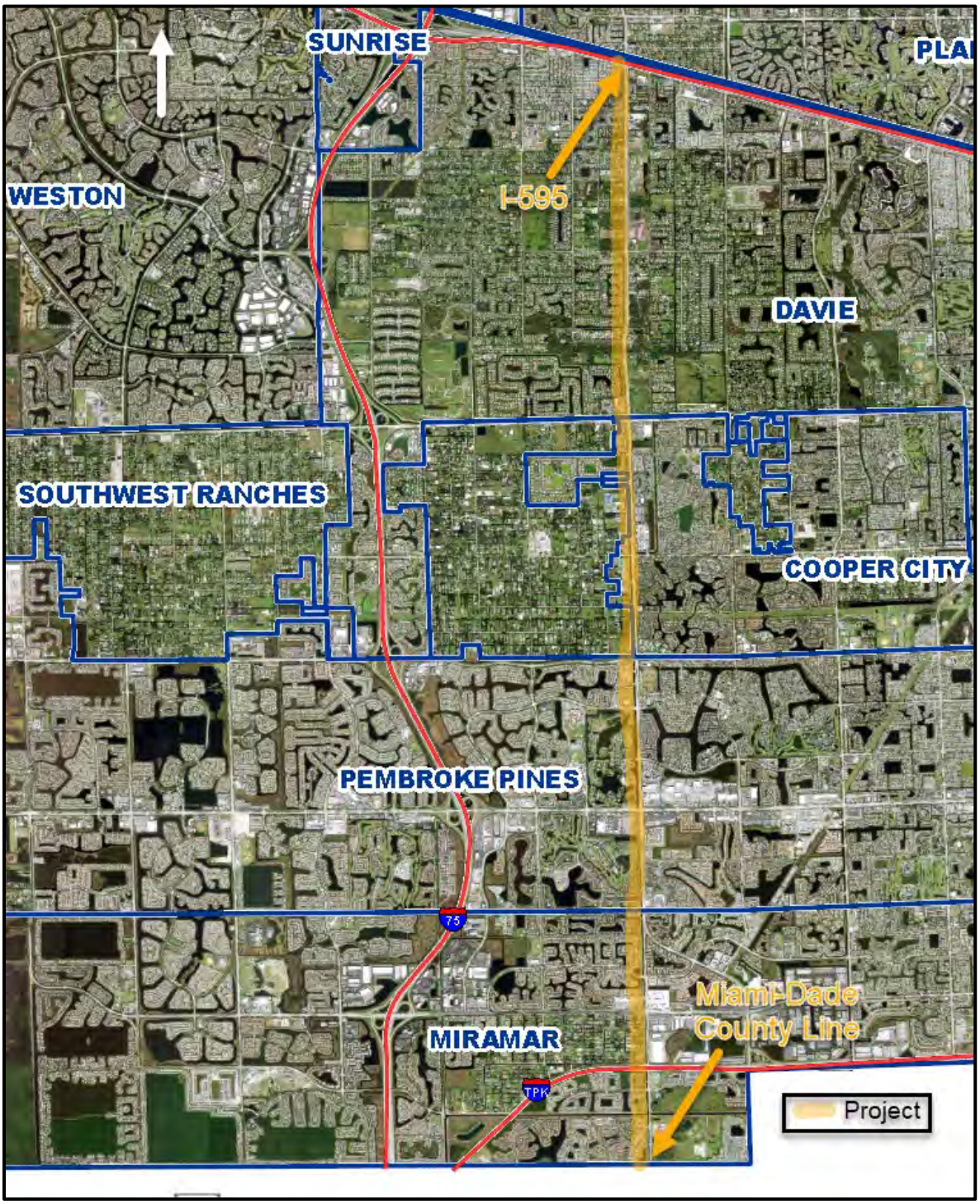
b). Provide documentation of applicable project concurrency information

- Broward County Comprehensive Plan, Transportation Element, p. 5-14
- Broward County Comprehensive Plan, Transportation Element Support Document, p.12, 63.
- Broward County Greenways Master Plan, 2002, Flamingo -Hiatus Greenway

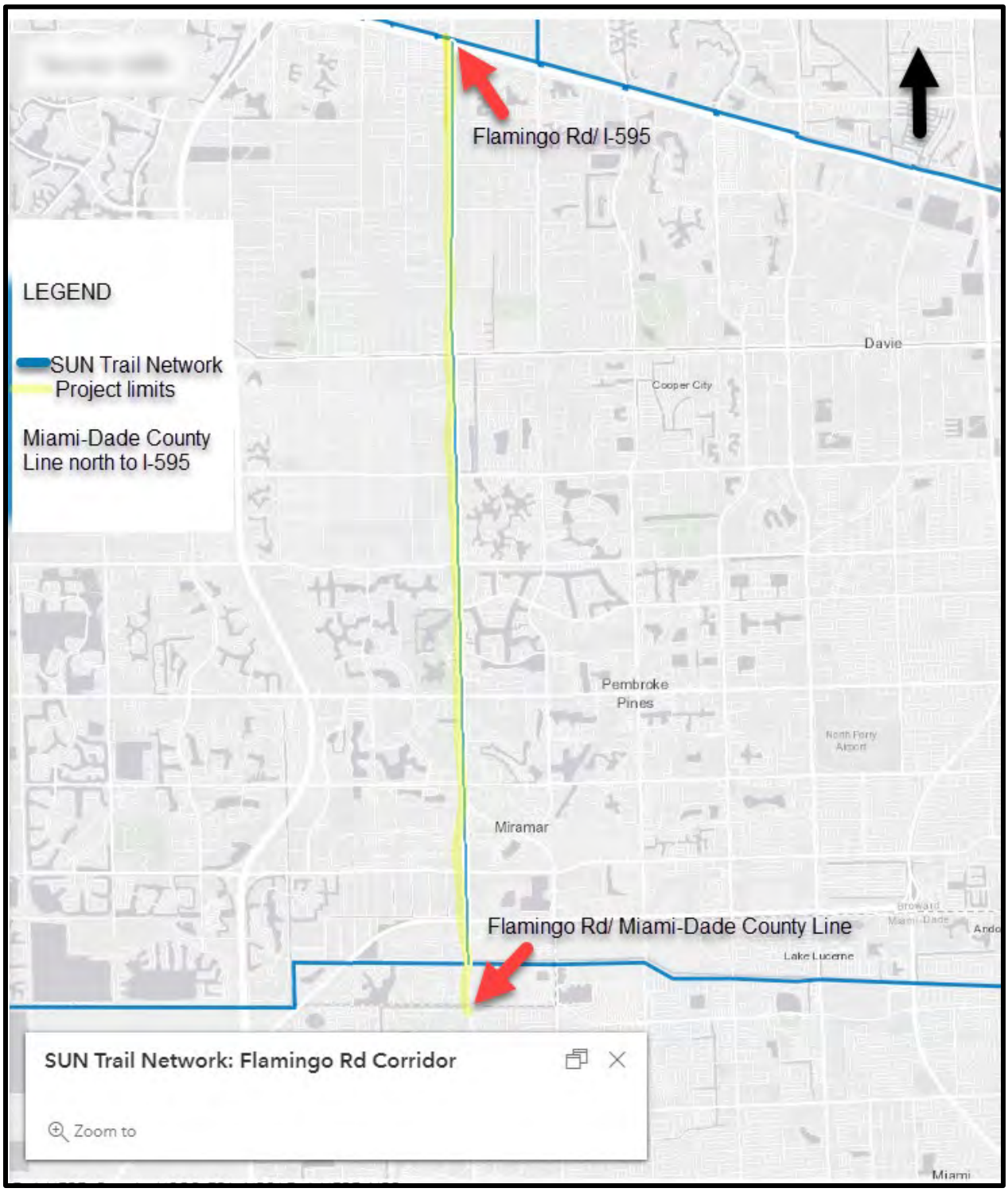
A.) AERIAL MAP OF THE FLAMINGO GREENWAYS PROJECT AREA

Project limits are west of North Fork Snake Creek canal alongside Flamingo Road extending from Miami-Dade County line (NW 202nd St/SW 55th street/ Honey Hill Road) north to I-595/ SR 84.

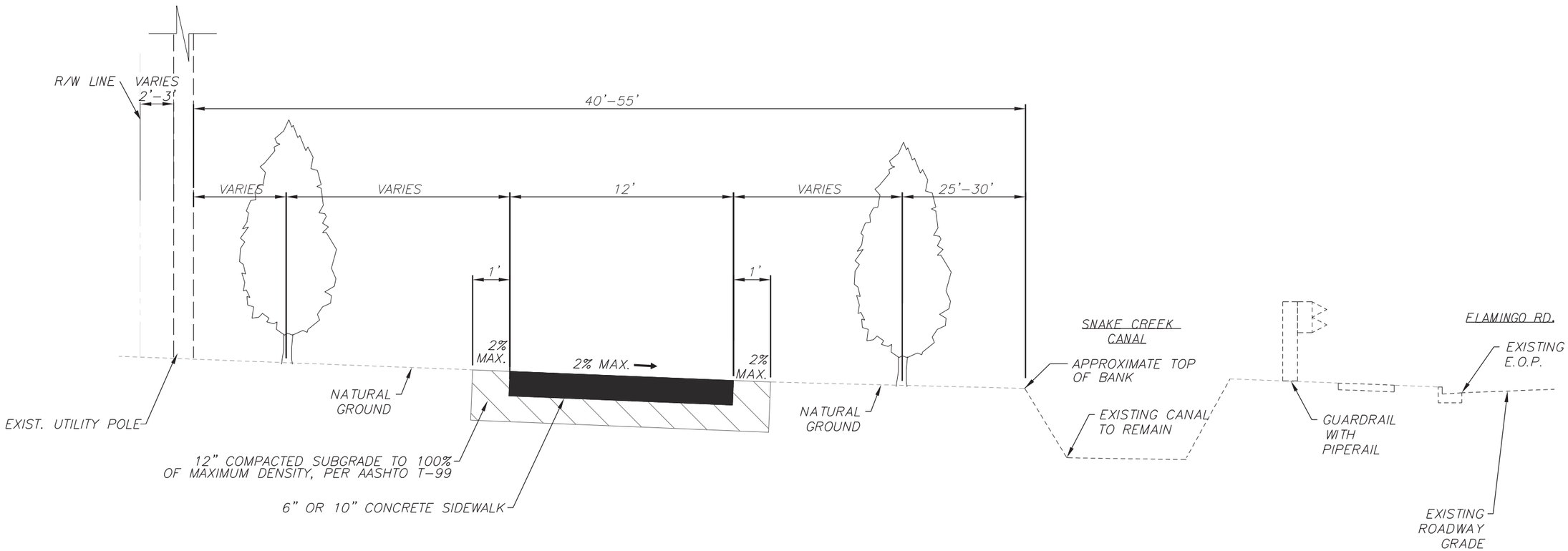


B.) MAP OF THE FLAMINGO GREENWAYS PROJECT AREA WITHIN THE SUN TRAIL NETWORK

Project limits are west of North Fork Snake Creek canal alongside Flamingo Road extending from Miami-Dade County line (SW 55th Street/ NW 202nd Street/ Honey Hill Road) north to I-595/ SR 84.



SHARED USED PATH
FLAMINGO GREENWAY



TYPICAL SECTION
FROM PEMBROKE ROAD TO SW 4TH STREET
FROM STA. 100+55.33 TO STA. 139+98.12

$FILE$
$TIME$
$DATE$
$USER$

REVISIONS				
DATE	NO.	REMARKS	BY	DATE

BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

BROWARD COUNTY FLORIDA

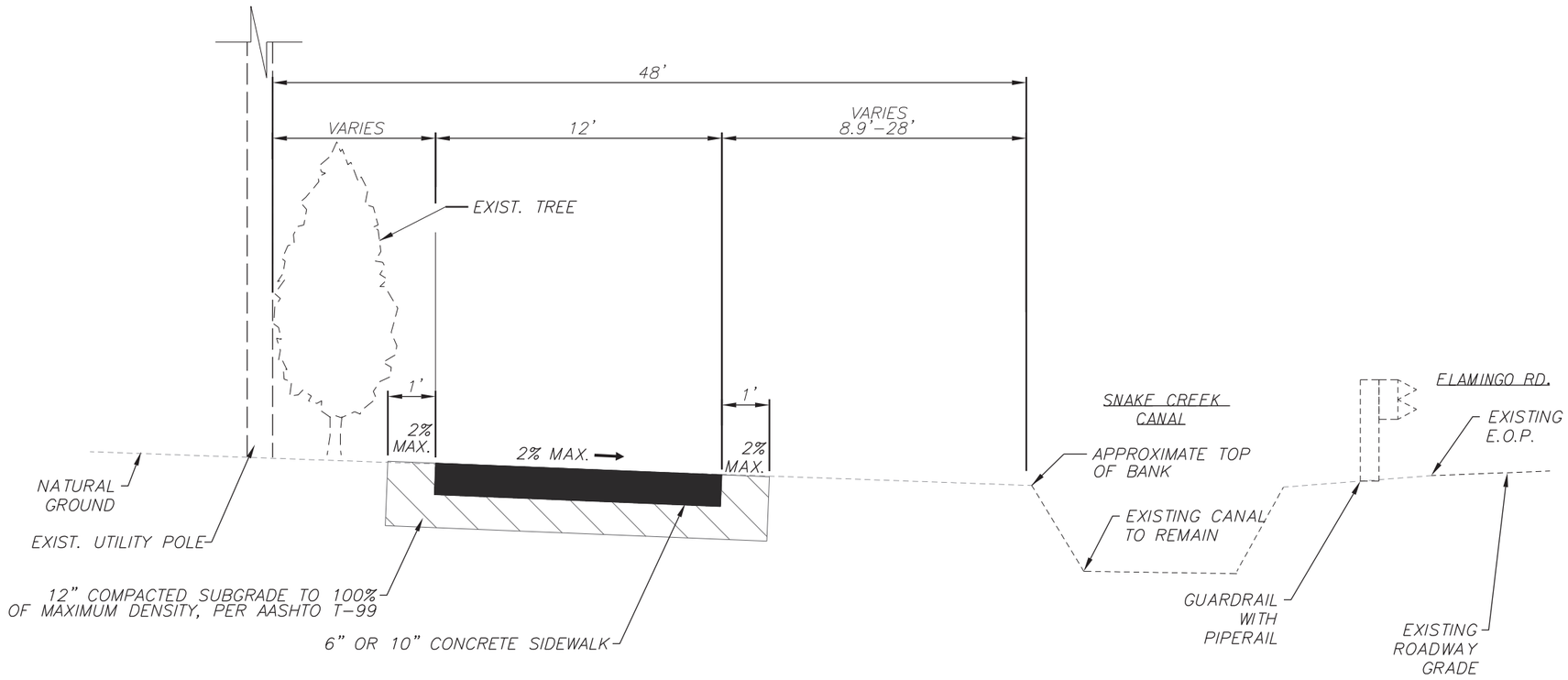
GREENWAY PROJECT
FROM PEMBROKE RD. TO SHERIDAN ST.

ROAD	HBMD PROJ. NO.
FLAMINGO ROAD	2018-1-369

TYPICAL SECTIONS

SHEET NO. 59

SHARED USED PATH
FLAMINGO GREENWAY



TYPICAL SECTION
FROM SW 4TH STREET TO SHOPPING CENTER ENTRANCE
FROM STA. 140+22.18 TO STA. 142+83.26

$FILES
$TIMES
$DATES
$USERS

REVISIONS				
DATE	NO.	REMARKS	BY	DATE

BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

BROWARD COUNTY FLORIDA

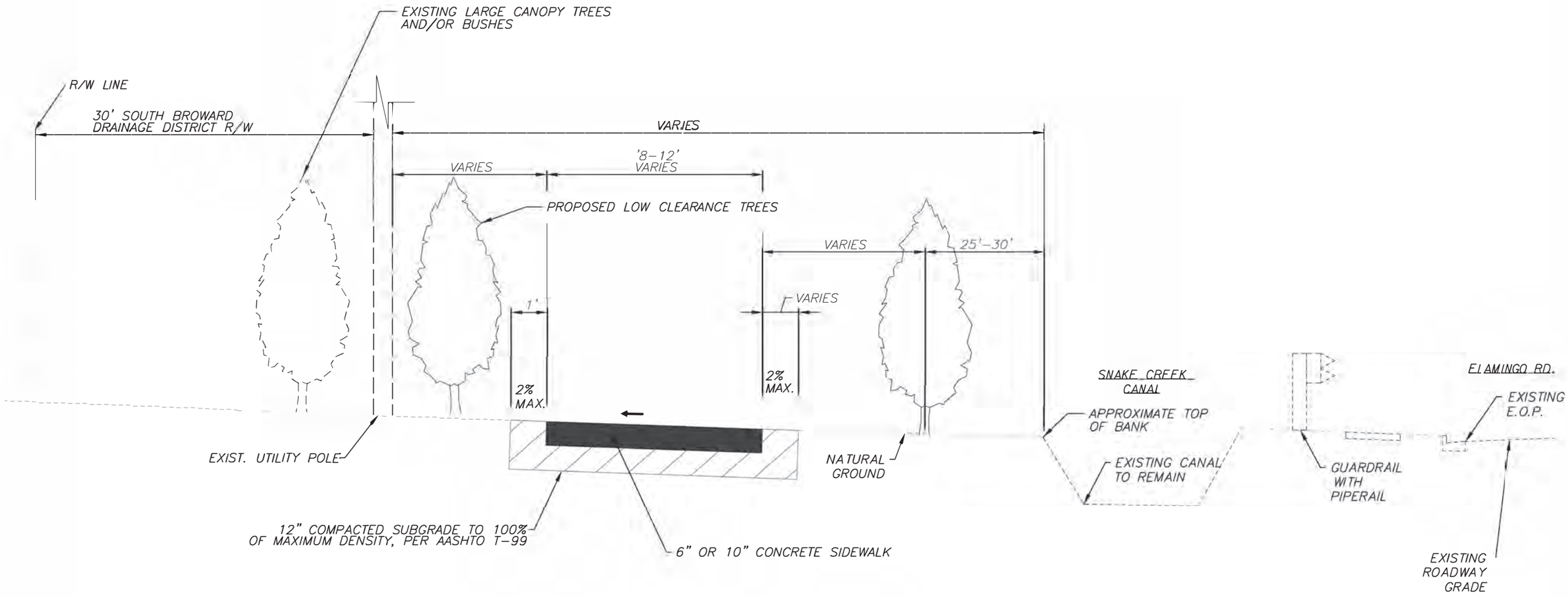
GREENWAY PROJECT
FROM PEMBROKE RD. TO SHERIDAN ST.

ROAD	HBMD PROJ. NO.
FLAMINGO ROAD	2018-1-369

TYPICAL SECTIONS

SHEET NO. 6/10

SHARED USED PATH
FLAMINGO GREENWAY



TYPICAL SECTION
FROM SHOPPING CENTER ENTRANCE TO PINES BLVD
FROM STA. 143+58.13 TO STA. 151+88.70

$FILES $TIMES $DATES $USERS

REVISIONS				
DATE	NO.	REMARKS	BY	DATE

BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

BROWARD COUNTY FLORIDA

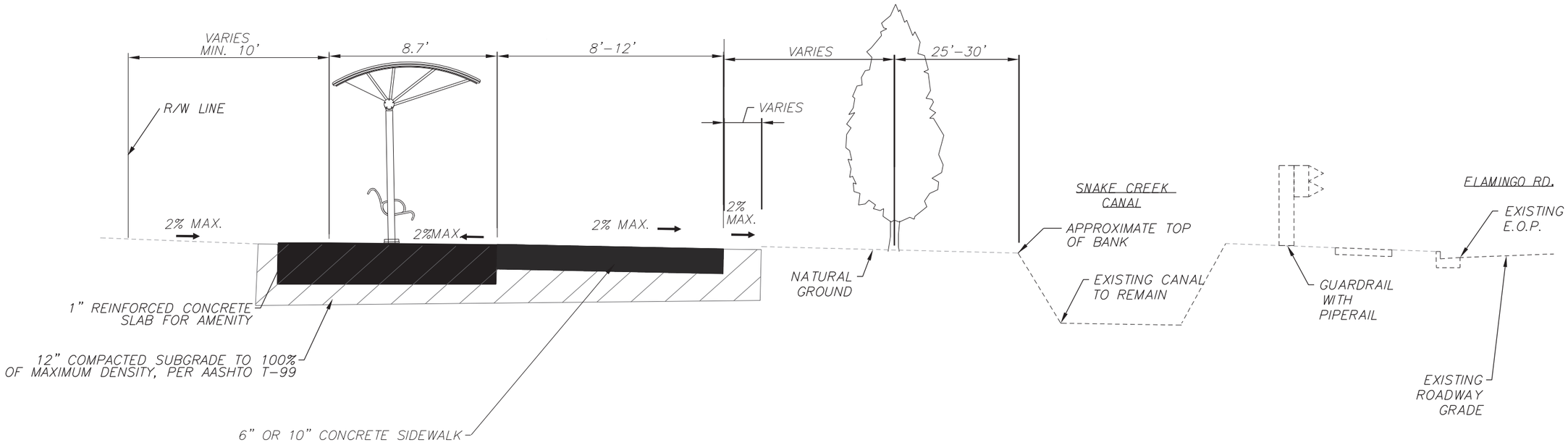
GREENWAY PROJECT
FROM PEMBROKE RD. TO SHERIDAN ST.

ROAD	HBMD PROJ. NO.
FLAMINGO ROAD	2018-1-369

TYPICAL SECTIONS

SHEET NO. 7/11

SHARED USED PATH
FLAMINGO GREENWAY



TYPICAL SECTION
AT AMENITY LOCATIONS
STA. 120+05.88
STA. 145+29.22

REVISIONS				
DATE	NO.	REMARKS	BY	DATE

BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

BROWARD COUNTY FLORIDA

GREENWAY PROJECT FROM PEMBROKE RD. TO SHERIDAN ST.	
ROAD	HBMD PROJ. NO.
FLAMINGO ROAD	2018-1-369

TYPICAL SECTIONS

SHEET NO. 12

$FILE$
$TIME$
$DATE$
$USER$

2. Broward MPO MTP Prioritization List & Supporting Backup

Table 5-4: 2045 Roadway Plan (2025–2045)
(Funded and Unfunded Projects) (cont'd)

Ref. ID	Project Sponsor	Jurisdiction	Project Name	Project Limits	Project Description	Total Cost (2019$)	Timeframe for Implementation			
							2025	2026/30	2031/35	2036/45
129	City of Deerfield Beach	Non-State	Green Rd	Powerline Rd to Military	Install wall along southern homes; create new drive lane.	$14,031,136	Unfunded			
130	Broward MPO	Non-State	Coconut Creek Pkwy/ Hammondville Rd @ NW 31st Ave		Overpass for EB and WB through movements only.	$39,427,200	Unfunded			
131	City of Miramar	Non-State	Pembroke Rd	SW 184th Ave to US-27	Widen from 2 to 4 lanes from SW 184th Ave to SW 196th Ave, construct 4 lanes from SW 196th Ave to US-27 with bicycle lanes, sidewalks, lighting, landscaping, hardscape, and irrigation.	$37,714,641	Unfunded			
132	City of Fort Lauderdale	Non-State	SW 12th Ave Swing Bridge	Over north fork of New River	Upgrade bridge.	$95,335,680	Unfunded			
133	Town of Southwest Ranches	Non-State	SW 184th Ave	Bonaventure Blvd in Weston at Griffin Rd and south to SW 184th Ave at Sheridan St in Pembroke Pines	Construct new 2-lane road from Griffin Rd south to Sheridan St.	$17,750,202	Unfunded			
134	Town of Southwest Ranches	Non-State	Weston Rd Bridge Widening	Just north of Griffin Rd	Widen Weston Rd bridge just N of Griffin Rd.	$6,962,454	Unfunded			
135	City of Parkland	Non-State	W Hillsboro Blvd Extension	New 4-lane divided roadway with bike lanes and 8-ft sidewalks.	Begin at University Dr and end to connect at existing 4-lane Hillsboro Blvd	$46,199,263	Unfunded			
138	Broward County	State & Non-State	Flamingo Road Greenway (SUN Trail)	NW 202nd St to SR-84/New River Greenway	Constructed a 12-foot wide concrete trail alongside the Snake Creek North Fork Canal from NW 202nd Street at the Miami-Dade and Broward County line to the New River Greenway. The design will include safety features for bicyclists and pedestrians using the facility.	$35,667,265	Unfunded			
139	City of Coral Springs	Non-State	Everglades Memorial Loop Pedestrian and Bicycle Bridge (SUN Trail)	Wiles Road extending over the Sawgrass Expressway, and terminates at the existing Conservation Levee Corridor	Construction of a concrete pedestrian and bicycle bridge. The bridge is proposed at a width of 16 feet and will provide a 12-foot wide multiuse path for pedestrians and cyclists	$10,248,888	Unfunded			

Severyn, Josette

From: Peter Gies <giesp@browardmpo.org>
Sent: Tuesday, December 5, 2023 1:41 PM
To: Severyn, Josette
Cc: Paul Flavien; Christopher Restrepo; William Cross
Subject: RE: TIP Modification Request- Broward County- Flamingo Road Greenway

External Email Warning

This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETS Security by selecting the Phish Alert Report button.

Josette,

Just wanted to provide you a quick written update on your original TIP modification request. The team has reviewed the information provided in the County's letter and determined that an MTP modification is the more appropriate action to take in order to establish priority and planning consistency for this proposed SUN Trail program project. Since the SUN Trail funding will not be available until FY 29/30, it would fall outside the funding time band of the 5-year TIP (currently FY 24-28), therefore, it is best that the illustrative SUN Trail grant funding and Broward County contribution (for non-eligible items) be reflected as a "need" in the MTP.

We are processing a few MTP modifications next week and will include the County's Flamingo Rd. SUN Trail project as part of this batch. We will respond formally to your letter and include an excerpt of the MTP page when it has been completed. I am also aware that we need to complete one page from the SUN Trail application package affirming the planning consistency. When your application page is ready, feel free to send this over to us so we can process it alongside the MTP modification.

Feel free to call if you require any clarification on the above. Thank you.

Peter Gies, AICP
Planning and Programming
Systems Planning Manager

Broward MPO
Metropolitan Planning Organization

Trade Centre South
100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181
(954) 876-0048 Direct
(954) 876-0033 Office
(954) 876-0062 Fax
Florida Relay Service 711
giesp@browardmpo.org

REVISED
10:39 am, Dec 19, 2023

MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

MEMORANDUM

TO: Greg Stuart, Broward MPO Executive Director
FROM: Josette Severyn, Multimodal Mobility Projects Administrator
RE: Transportation Improvement Program (TIP) Modification Request- Flamingo Greenway
DATE: November 22, 2023

On behalf of Broward County, please accept the subject memorandum as a formal Transportation Improvement Program (TIP) modification request to have the Flamingo Road Greenway adopted into the Broward Metropolitan Planning Organization (MPO) TIP. Broward County intends to pursue the Florida Department of Transportation (FDOT) Shared Use Network (SUN) Trails grant for the planning, design, construction, and Construction Engineering and Inspection (CEI) of the Flamingo Road Greenway. We request the review of the subject memorandum for your consideration and adoption of the Flamingo Greenway into the TIP to comply with state eligibility and planning consistency requirements.

Broward County intends to request $8.95 M[1] from the FDOT SUN Trails Program for the planning[2], design, CEI, and construction of the multi-use path that will connect with the Hiatus and New River/ State Road 84 Greenway. According to 2022 data from the Florida Department of Transportation, Flamingo Road experiences an average annual daily traffic volume of 40,000 with a posted speed of 50 MPH from I-595 to just south of Griffin Road, and 45 MPH from just south of Griffin Road to the Broward County southern boundary. Flamingo Road currently has four-foot on-street bike lanes and sidewalk; however, the facilities are not continuous through the length of the project limits. The bike lanes are predominantly curb-less at edge of pavement and there are areas with overgrown grass reducing the operating width less than the four feet allocated to bicyclists. The existing condition along the corridor produces traffic stress levels beyond the majority[3] of the populations' tolerance level, which demonstrates a need to create a low-stress facility that can better accommodate people of all ages and ability.

The project's intent is to create a low-stress multi-use path separated from traffic. While the SUN Trails Program allows for funding for the shared-use path itself, the County plans to complement the shared-use path project with supportive amenities and native trees using local funds. When fully constructed, the additional 10.8 miles will improve the statewide paved trail system, expand the County's low-stress walking and biking network, and enhance access and connectivity between residential and transit, schools, places of worship, and a County Park among other destinations.

If awarded, Broward County will conduct the planning, design, CEI, and construction of Flamingo

[1] SUN Trail eligible costs only. Broward County will provide funding for the non-eligible costs for planning, design, construction, CEI, and contingency amounting to a total of $25.98 M. In total, the cost for all phases is estimated at $35,667,264.36.
[2] Planning will include feasibility and environmental analyses.
[3] The majority means sixty-five (65%) percent or greater.

Greenway. The County has coordinated, engaged, and obtained partner collaboration with all municipalities within the project limits; see Exhibit A. Pending a Letter of Support from City of Cooper City, Letters of Support from the Cities of Miramar and Pembroke Pines, and the Towns of Davie and Southwest Ranches have been received. Additionally, we have received a Letter of Support from the Broward County Complete Streets Team and have engaged the Broward County Bicycling and Pedestrian Advisory Committee. Further, it is the County's intent to execute agreements with the respective municipalities for maintenance, and their intent to do so is documented and supported in the municipal Letters of Support in Exhibit A. City of Pembroke Pines executed an agreement with Broward County for the Flamingo Greenway in 2021, see Exhibit B.

As part of the TIP modification process, the County was advised to address planning consistency, scope of work, cost estimate, and partner collaboration. The following sections address the Broward MPO's areas of requirements for the TIP modification process.

Planning Consistency

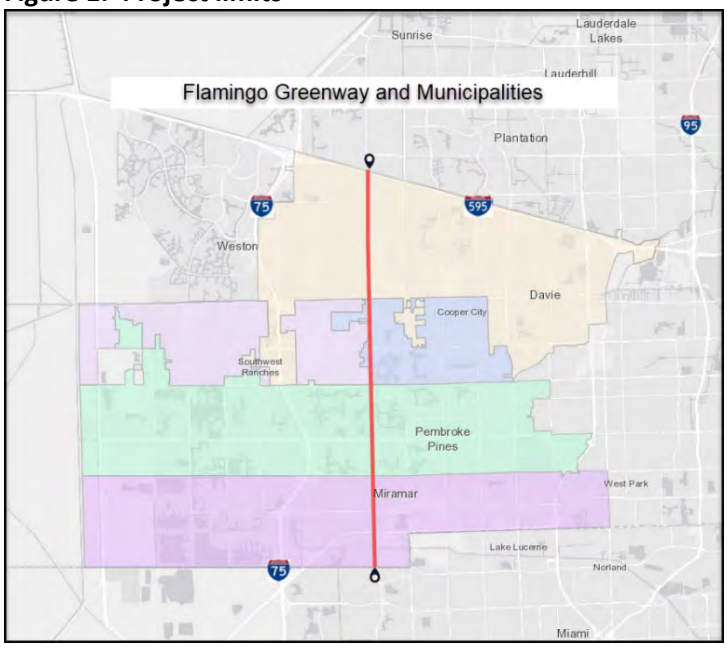
The Flamingo Greenway is consistent with various documents at the County and State levels. The Flamingo Greenway is a Florida Department of Environmental Protection, Florida Greenways and Trails Council prioritized land corridor trail. The Flamingo Greenway is also identified as an unfunded SUN Trail corridor and is a key corridor in the Broward County Greenways Master Plan adopted in 2002. The Broward County Comprehensive Plan, Land Use Element, Transportation Element, and the Transportation Element support documentation codifies the Flamingo Greenway into a priority of our comprehensive plan.

Scope of Work

Project Limits

The Flamingo Greenway is envisioned to be a shared use path that begins on its southern end at the Miami-Dade County- Broward County boundary line and extends to the New River Greenway, the northern limit (See Figure 1). The project will span 10.8 miles.

Figure 1. Project limits



Project Description

The path will be constructed alongside the Snake Creek North Fork Canal. To be consistent with greenways implemented by Broward County, the Flamingo Greenway will be constructed using concrete, paved and leveled to be 8-feet to 12-feet-wide; see Exhibit B for typical section intended to pursue. The Flamingo Greenway traverses five (5) municipalities, see table 1.

Table 1. Project limits by municipality

		Project Limits		
Municipality	**Project Length (miles)**	**Roadway ID**	**MP Beg**	**MP End**
City of Miramar	2.5	86190000	0.00	2.49
City of Pembroke Pines	2.5	86190000	2.49	4.98
Town of Southwest Ranches	1.07	86190000	4.98	5.49
Town of Southwest Ranches		86190000	6.19	6.69
Town of Southwest Ranches		86190000	6.75	6.81
Cooper City	1.28	86190000	5.49	6.19
Cooper City		86190000	6.69	6.75
Cooper City		86190000	6.81	7.36
Town of Davie	3.45	86190000	7.36	10.80

Cost Estimate

The Flamingo Road Greenway will include the shared use path itself and amenities such as sheltered benches, trash receptacles, enhanced landscaping and signage. Table 2 below provides a summary of the draft cost estimates for the planning (feasibility and environmental), design, CEI, contingency and construction of the project.

Table 2. Draft cost estimate summary

	Funding		
Phase	**SUN Trail**	**Broward County**	**Total**
Planning/Feasibility/Environmental (3%)	$804,525		$804,525
Design (15%)	$2,866,379	~~$1,156,244~~	~~$4,022,624~~
Construction	$19,109,196	~~$7,708,296~~	~~$26,817,492~~
Contingency (10%)	Non-eligible	~~$2,681,749~~	~~$2,681,749~~
CEI (5%)	$955,460	~~$385,415~~	~~$1,340,875~~
Sub-total	$23,504,311	~~$12,162,953~~	~~$35,667,264~~

For the purposes of the FDOT SUN Trail grant application, a draft cost estimate table displaying SUN Trail eligible and non-eligible cost estimates and the overall total project cost estimate for construction,

design, CEI, and contingency is available in Exhibit C. The cost estimate for the planning phase (inclusive of feasibility and environmental analyses) was calculated as equaling three percent (3%) of the estimated construction costs. Broward County intends to provide funding for non-eligible expenses.

Partner Collaboration

The County has collaborated with FDOT District 4 SUN Trail Program Manager, Wibet Hay, Broward MPO and the Town of Davie on biweekly calls to prepare for the grant application. Additionally, the County has informed the City of Miramar, City of Pembroke Pines, Town of Southwest Ranches, City of Cooper City, and Town of Davie of the intent to pursue a SUN Trails application for the Flamingo Greenway. Further, the County has collaborated with all partners and requested Letters of Support to pursue the project via the SUN Trail Program and informed all partners of the intent to execute a maintenance agreement with each municipality. Table 4 shows the status of the Letters of Support and executed agreements.

Table 4. Municipal Letters of Support and executed agreements

Municipality	Coordination	Letter of Support	Executed Agreement
City of Miramar	☑	☑	Pending
City of Pembroke Pines	☑	☑	☑
Town of Southwest Ranches	☑	☑	Pending
City of Cooper City	☑	☑	Pending
Town of Davie	☑	☑	Pending
Florida Department of Transportation	☑	NA	NA
Broward County Complete Streets Team	☑	☑	NA

4. Documentation of Planning Consistency/Concurrency

b). Provide documentation of applicable project concurrency information

- Broward County Comprehensive Plan, Transportation Element, p. 5-14
- Broward County Comprehensive Plan, Transportation Element Support Document, p.12, 63.
- Broward County Greenways Master Plan, 2002, Flamingo -Hiatus Greenway

COMPREHENSIVE PLAN

TRANSPORTATION ELEMENT

Goals, Objectives & Policies

GOAL TRANSPORTATION

The Transportation Element of the Comprehensive Plan is intended to set the core vision for access and mobility while recognizing the connection between development patterns and transportation systems. The goals, objectives, and policies are intended to clearly lay out this vision.

Expand Broward County's multimodal transportation system providing for safe, convenient, and comfortable travel

As congestion on roadways throughout Broward County increases, motorists have noted that travel is not as reliable or convenient as it was in the past. Many streets were designed decades ago and widened to their maximum possible width when the primary goal of this Element was to move cars as efficiently as possible. Today, confronted with additional population growth, Broward County recognizes that streets need to effectively move people, not just cars. In order to enhance mobility, it is important to use available right-of-way on existing streets efficiently. This includes retrofitting existing roadways to incorporate bicycle, pedestrian, and transit networks.

The goals, objectives and policies in this section provide direction on integrating and, where necessary, prioritizing functions of the street. These policies also recognize that, collectively, two or more streets can combine to serve as a "complete corridor."

GOAL T1

Continue to implement an integrated network of Complete Streets, Greenways and Blueways, that provide safe, convenient, and comfortable travel for all users.

OBJECTIVE T1.1

Implement complete streets concepts in a context sensitive approach, coordinated with land use and urban design, to facilitate the achievement of a fully connected transportation system providing safe, convenient, and comfortable travel, including access for users of all ages and abilities regardless of their mode of transportation.

POLICY T1.1.1

Broward County shall utilize its interdepartmental and interdisciplinary "Complete Streets Team" represented, at a minimum, by County Administration, Human Services, Environmental Protection and Growth Management (Environmental Planning and Community Resilience, Planning and Development Management), Parks and Recreation, Public Works (Highway and Bridge Maintenance, Highway Construction and Engineering, Traffic Engineering), and Transportation (Transit). The Broward County Complete Streets Team shall meet at least once quarterly, establish subcommittees as needed, which may include non-County staff participation, and is charged with the following:

1. Review, recommend updates, and monitor the County's Comprehensive Plan and the County's roadway corridor minimum standards and codes to ensure and further context sensitive consistency with the Broward MPO adopted "Broward Complete Streets Guidelines;"
2. Coordinate with the Broward County Planning Council to review and recommend updates to the Broward County Land Use Plan and the Broward County Trafficways Plan to ensure consistency with the Broward Complete Streets Guidelines;
3. Conduct timely reviews and offer recommendations for all projects involving County maintained roads and for other roadway projects, as may be required and/or requested within Broward County, to include context sensitive features and techniques consistent with the Broward Complete Streets Guidelines;
4. Conduct, coordinate, and support fact-finding and educational outreach efforts with municipal, regional, and State agencies, and other interested parties, in support of context sensitive implementation of the Broward Complete Streets Guidelines; and
5. Identify, coordinate, leverage, and support pursuit of funding sources for Complete Streets projects, including "pilot" and "demonstration" projects supported by the County.

POLICY T1.1.2 In support of Complete Streets, Broward County shall consider opportunities and methods to partner on and support roadway "shared space" efforts such as, but not limited to, the (re)design of appropriate rights-of-way to best accommodate festivals, parades, open-air markets, and other events that encourage social interaction and community building.

POLICY T1.1.3 Broward County shall support and encourage context sensitive implementation to enhance and/or re-establish street-network connectivity and circulation (e.g. removal of barriers which close off or inhibit pedestrian, bicycle, or vehicle access to public rights-of-way, including during construction activities).

POLICY T1.1.4 Broward County shall support efforts to identify and implement techniques to further the Broward Complete Streets Guidelines through "request to experiment" procedures in regard to the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and FDOT Design Manual.

POLICY T1.1.5 Broward County shall support and incorporate into the County's codes and standards the utilization of context sensitive techniques to enhance pedestrian safety and comfort, consistent with the Broward Complete Streets Guidelines, including, but not limited to:

1. Wide sidewalks;
2. Pedestrian scale setbacks;
3. Pedestrian-friendly crossings, including prominent placement and adequate timing;
4. Pedestrian refuges;
5. Small corner radii;
6. Sidewalk bulb-outs;
7. Mid-block crossings;
8. Pedestrian scale energy efficient lighting;
9. Avoidance of uneven pedestrian surfaces, consistent with Americans with Disabilities Act (ADA) requirements;
10. All-pedestrian phase and lead interval crossings;
11. Pedestrian signage and wayfinding;
12. Sufficient, appropriately placed, and high-quality street furniture (e.g. benches, information kiosks, trash receptacles, public art);
13. Prioritization of the use of appropriate trees and landscaping, located~~,~~ and tended in a manner that assures healthy growth, adequate shade, and ~~a~~ provides a physical barrier between pedestrians and the adjacent road;
14. Coordination of pedestrian street crossings with transit stop locations;
15. Coordination and connection to existing and planned greenway paths/trails;
16. Creation of pedestrian access networks to connect to complimentary uses, such as~~,~~ residential/commercial, office/commercial;
17. Incorporation of design features in new development that provide adequate shade, such as, arcades and awnings; and
18. Parklets.



Example of a pedestrian-friendly environment that support Complete Streets Guidelines, Downtown Hollywood, described in Policy T1.1.5

POLICY T1.1.6 Broward County shall support and incorporate into the County's codes the utilization of context sensitive techniques to enhance bicycling safety and comfort, consistent with the Broward Complete Streets Guidelines, including, but not limited to:

1. Sufficient and safe bicycle lanes, with a preferred width of 7 feet, that include door zones, buffers, and/or protected cycle tracks;
2. Highly visible bicycle lanes (e.g. utilizing striped/dashed lane markings through intersections, green colored bicycle lanes in conflict zones, lighting, signage, signalization);
3. Avoidance of uneven bike path surfaces;
4. Identification and sufficient marking of shared use paths;
5. Wayfinding signage and maps;
6. Consideration and identification of bicycle boulevards and/or use of parallel streets;
7. Bicycle specific signals and/or signal detection;
8. In-street bicycle boxes;
9. Availability and placement of sufficient bicycle racks, including at transit stops;

10. Coordination of bicycle lanes and facilities with transit routes and facilities to support user option of segmented user trips (e.g. bicycle cars on trains, bicycle racks on buses);
11. Routing bicycle lanes around transit stops, especially at stops with island platforms;
12. Coordination and connection to existing and planned greenway paths/trails;
13. Mountable curbing when transitioning a bicycle lane to a mixed-use path; and
14. End of trip facilities (e.g. showers, lockers).



Installation of a green bicycle lane on Bailey Road, another Broward Complete Streets project.

POLICY T1.1.7 Broward County shall support and incorporate into the County's codes and standards the context sensitive use of "street/traffic calming" techniques, (e.g. reduced vehicle lane width), textured pavement, chicanes, roundabouts, on-street parking, strategic use of differing median types) to enhance multi-modal user safety and accessibility.

POLICY T1.1.8 Broward County shall support and incorporate into the County's codes and standards the context sensitive use of urban forestry techniques, including trees selected, located, and tended in a manner that assures healthy growth, to enhance pedestrian and bicyclist shade/cooling, and enhance corridor aesthetics.



Flagler Drive Bioswale, Fort Lauderdale. Project that supports Policy T1.1.9.

POLICY T1.1.9 Broward County shall support and incorporate into the County's codes and standards the context sensitive use of techniques to efficiently address streetwater runoff (e.g. swales, planters, vegetated buffer strips, rain gardens, bioswales, infiltration trenches, permeable paving) in a manner that provides ecological, economic, and aesthetic benefits. Additionally, utilities should be placed in such ways to minimize disruption to pedestrian and bicycle travel and to facilitate directing streetwater runoff, planting "Florida Friendly" trees and other vegetation, and siting street furniture, while maintaining necessary access to utilities for maintenance and emergencies.

POLICY T1.1.10 Broward County shall support and incorporate into the County's codes and standards the context sensitive placement of energy efficient illumination to promote pedestrian, bicycle, and vehicular activity and safety without adversely impacting protected wildlife or promoting light pollution.

POLICY T1.1.11 Broward County shall coordinate multi-modal use of rights-of-way with appropriate supporting land uses, urban form, and densities necessary to support transit-oriented development (e.g. public spaces that promote ground level interest, reduced setbacks, surface parking behind buildings).

POLICY T1.1.12 Broward County shall integrate art in public places into transportation infrastructure such as traffic control boxes, street lighting poles, transit transfer centers, and service area covers



Opened to the public in 2012, the Northeast Transit Center (NTC) provides passengers a comfortable place to transfer routes in northeast Broward County. Amenities at the NTC include ticketing, trip planning assistance, ample seating, bike racks, water fountains, restrooms, 'kiss & ride', public art, and real-time passenger information. The NTC is serviced by 4 BCT routes and City of Pompano Beach Community Shuttle routes. This project supports Objective T1.2.

POLICY T1.1.13 Coordinate with the Florida Department of Transportation (FDOT) and the Broward Metropolitan Planning Organization (MPO) to develop a mechanism to evaluate the impacts of new bicycle and pedestrian facilities to help prioritize future improvements, including monitoring bicycle and pedestrians counts prior to and after the implementation of ~~a~~ new projects.

POLICY T1.1.14 Broward County shall require that new pedestrian, bicycle, and transit amenities and facilities are in compliance with the Americans with Disabilities Act of 1990 (ADA), as amended.

POLICY T1.1.15 Broward County shall collaborate with stakeholders, such as the American Association for Retired Persons (AARP), to identify additional considerations for the enhanced safety and comfort of transportation infrastructure, including but not limited to, complete streets, greenways, and transit, for the County's aging population.

POLICY T1.1.16 Broward County shall encourage the placement of dedicated short term staging areas for the safe and secure pick up and drop off of passengers from taxis and shared mobility services, especially at airports, cruise terminals, bus terminals, hospitals, activity centers, mobility hubs, and other high volume destinations.

POLICY T1.1.17 Broward County shall continue to maintain and provide for the good repair of County-owned and operated roadways, sidewalks, bicycle lanes, greenways, and transit facilities including the removal of debris and obstructions that could hinder the safe operations for drivers, bicyclists, and pedestrians.

OBJECTIVE T1.2 Prioritize transit amenities and facilities along Complete Streets to facilitate an intermodal transportation system that provides safe, convenient, and comfortable travel, including access for users of all ages and abilities regardless of their mode of transportation.

POLICY T1.2.1 Broward County shall support and incorporate into the County's codes and standards the utilization of context sensitive techniques consistent with the Broward Complete Streets Guidelines, such as, but not limited to:

1. Intelligent Transportation Systems (ITS) for transit, including queue jumps and transit signal priority;
2. Dedicated or semi-exclusive lanes for transit, including Business Access/Transit lanes;
3. Coordination of transit stop locations and amenities with pedestrian street crossings;
4. Bus bays, landing pads, island platforms, and connector sidewalks, as appropriate;
5. Transit stop amenities and shelters (e.g. sufficient lighting, seating, protection from the elements, bike racks);
6. Real-time arrival and departure information;
7. High visibility bus stop pavement markings,
8. Mobile ticketing options; and
9. Inclusion of ancillary uses at transit transfer facilities (e.g. newspaper, magazine and flower sales, refreshments, secure bicycle storage).

POLICY T1.2.2 For the safety of transit passengers, bicyclists, and pedestrians, Broward County shall, to the greatest extent possible, design new facilities for the safe operation of transit vehicles along existing and future transportation corridors. The Transit Division shall review Complete Streets plans to ensure consistency with minimum operational requirements (e.g. adequate right-of-way, lane width, turn radii), FDOT Accessing Transit Design Handbook and best practices from the American Public Transportation Association (APTA).

OBJECTIVE T1.3 Broward County shall expand the network of greenways, blueways, and off-network paths to connect to major destinations, transit, schools, parks, and Complete Streets.

POLICY T1.3.1 Broward County, in coordination with municipalities and partner agencies,

shall continue to pursue the development of greenways and blueways identified in the Broward County Greenways System Master Plan.

POLICY T1.3.2 Broward County, in coordination with municipalities and partner agencies, shall continue collaboration to find solutions that enhance the safety and convenience of pedestrian and bicycle crossings where greenways intersect with trafficways, grade separations, and waterways.

POLICY T1.3.3 Broward County, in coordination with municipalities, Broward MPO, and partner agencies, shall leverage the investments in greenways and trails by connecting them with Complete Streets and transit.

POLICY T1.3.4 Broward County shall plan and construct greenways to include adequate pedestrian and bicycling amenities (e.g. shelters, seating, trash receptacle, water fountains, landscape canopy, bicycle repair stations, wayfinding signs), when feasible.

POLICY T1.3.5 Broward County shall coordinate with municipalities and partner agencies to increase access to public waterways through expansion of the blueways system with dock facilities at public parks and other appropriate locations. Broward County will continue to maintain and improve, where appropriate, County-owned boat ramps.

POLICY T1.3.6 Broward County shall, where appropriate, incorporate equestrian crossings, signage, and other improvements designed to protect the safety of recreational trail users.

POLICY T1.3.7 Broward County shall continue to coordinate with the Florida Greenways and Trails Council and Florida Office of Greenways and Trails to ensure Broward County greenways are included in the Florida Greenways and Trails System Plan.



Broward County New River Greenway is an example of a project that supports Goal T1 and associated objectives and policies.

POLICY T1.3.8 Broward County shall update the Greenways System Master Plan no later than FY 2023

Plan for prosperity by making equity, economic development, and emerging technologies core components of mobility and built environment strategies

The land use and development patterns described in the Broward Municipal Services District (BMSD) Comprehensive Plan and the Broward County Land Use Plan are integrally connected to the County and region's transportation system. Activity Centers are designated for transit-oriented and mixed-use development that are most successful where coupled with multimodal transportation options for all trips throughout the day, including evenings and weekends. Auto and freight access to property will also remain important for accommodating growth throughout the region. As emerging technologies evolve, it will be critical to provide a framework for modernizing the County's transportation system and needs. Paramount to these efforts, redevelopment and transportation solutions for the future must be planned to provide equal benefit to and avoid disparate impacts to historically disadvantaged populations.

GOAL T2

Plan Broward County's mobility and built environment to foster (re)development that complement multimodal transportation investments.

OBJECTIVE T2.1 Broward County shall maintain and continue to expand the public transit network.

POLICY T2.1.1 Broward County, through Broward County Transit Division (BCT), will continue to be the primary provider of fixed-route transit and paratransit services. BCT's Transit Development Plan (TDP) clearly outlines service and capital needs that, if funded with a sustainable source of revenue, will make transit a mode of choice for people who live and/or work in Broward County. The Board approved 2019-2028 "BCT Connected" Transit Development Plan is adopted by reference.

COMPREHENSIVE PLAN

TRANSPORTATION ELEMENT SUPPORT ELEMENT

INTRODUCTION

A. General

The Transportation Element of the Comprehensive Plan is intended to set the core vision for mobility while recognizing the connection between development patterns and transportation systems. The goals, objectives, and policies are intended to clearly lay out this vision. The Transportation Support Document contains the data and analysis to substantiate the goals, objectives, and policies outlined in the Transportation Element. As described in the Transportation Element, Broward County is shifting from its traffic and auto-centric policies to policies that prioritize context sensitive implementation of multimodal and regional transportation. The organization of this support document will be reflective of these priorities.

B. Service Area

The Transportation Element service areas are different for the various transportation system features. Roadway systems are countywide and include roadways classified as collectors and above that are maintained by the State, Broward County, and municipalities; the transit system consists of multiple operators including Broward County Transit (BCT), South Florida Regional Transportation Authority (SFRTA), Brightline, and municipal community shuttle programs; bikeways and pedestrian ways that are limited in this Element to roadways classified as collectors and above; greenways and blueways, as designed on the Broward County Greenways System Master Plan; waterways including both navigable waterways and Port Everglades which is confined to the Port Jurisdiction Area (PJA); aviation including both the Fort Lauderdale/Hollywood International Airport (FLL) and the North Perry Airport (HWO); the countywide railway system; county recreational roadways; and a countywide intermodal system. The FLL, HWO, and PJA are the general aviation and air carrier airports and port that are owned and operated by the County and addressed in this Element. There are two municipal general aviation airports, Pompano Airpark and the Fort Lauderdale Executive Airport that are not owned by Broward County.

C. Planning Horizon

The Transportation Element planning horizon spans from 2023 to 2045. This span for the Element is variable to allow Broward County to meet and identify short term priorities while also identifying more aspirational policies to be worked towards in the longer term. The year 2045 is consistent with the timeframe for the upcoming update of the Broward Metropolitan Planning Organization (MPO) Metropolitan Transportation Plan (formerly, Long Range Transportation Plan).

Everglades 20-Year Master Vision Plan provides a roadmap for the port's future development and capital investments to meet its growing needs as it continues to expand towards the year 2033. The plan addresses future transportation development needs and projects within and around the Port Everglades jurisdictional area, including but (not limited to); infrastructure improvements, enhancement of multimodal capacity, increased freight mobility and network connectivity, reduced congestion, seaport-airport connectivity and more. The plan identifies conducting traffic studies for projects in the 10-year timeframe. An overview of the Port Everglades 20-year Master/Vision plan can be found here.

Fort Lauderdale-Hollywood International Airport Master Plan

Broward County Aviation Department is currently updating a master plan for Fort Lauderdale-Hollywood International Airport to meet the future needs of the county through to 2040. You can find an overview and the goals of the plan here.

Florida Department of Transportation Florida Transportation (FTP) Plan/Strategic Intermodal System (SIS) Plan

The Strategic Intermodal System (SIS) Policy Plan establishes the policy framework for planning and managing Florida's Strategic Intermodal System, the high priority network of transportation facilities important to the state's economic competitiveness. The SIS Policy Plan is a primary emphasis of FTP implementation and aligns with the current FTP Policy Element. The SIS Policy Plan includes three objectives to guide future SIS plans and investments. You can find the 2016 FTP/SIS Plan here.

Broward County Greenways Master Plan

In 1999, the Broward County Board of County Commissioners identified the need for a county-wide system of greenways and trails, for the improvement of the quality of life in the urban environment. By 2002, the Broward County Commission approved an amendment to the Broward County Comprehensive Plan to incorporate the conceptual greenways system plan. Today, planning is in progress to achieve the vision of a fully funded, countywide network of safe, clean, bicycle and equestrian paths, nature trails and waterways.

You can view a map showing the Potential Greenways System in Broward County here.

Florida Department of Transportation Complete Streets Guidelines

September 2014, the Florida Department of Transportation (FDOT) adopted the Statewide Complete Streets Policy (Topic No. 000-625-017-a). Complete Streets serve the transportation needs of transportation system users of all ages and abilities, including pedestrians, bicyclists, transit riders, motorists, and freight handlers. A transportation system based on Complete Streets principles can help to promote safety, quality of life, and economic development.

All FDOT Complete Streets resources can be found here.

Broward Complete Streets Initiative

Broward County's efforts to promote and implement Complete Streets began in earnest when County staff presented the concept of Complete Streets to the Broward County Board of County Commissioners in 2009. Since that time, a number of County agencies, the Broward MPO, municipalities and other partners have worked to develop Complete Streets design guidelines, to update codes and the Comprehensive Plan, and to identify and allocate funding and ultimately construct projects. In July 2012, Broward Complete Streets Guidelines were approved by the MPO Board. A Complete Streets Team was developed and has been working with its partners to continue the implementation of Complete Streets projects. Most recently, on June 10, 2014, the Broward County Board of County Commissioners adopted Complete Streets policies into the Broward County Comprehensive Plan. A number of municipalities have adopted resolutions in support of the concept and are working toward adopting policies into their comprehensive plans.

Broward Complete Streets Guidelines

The Broward Complete Streets Guidelines manual is based on complete streets principles that aim to design streets for people of all ages and physical abilities and accommodate all travel modes. The Broward Complete Streets Guidelines manual offers another way to design streets and provides guidance for those municipalities that decide to adopt these principles. The result will be more livable neighborhoods with healthier residents due to opportunities for increasing social capital (by interacting more regularly with neighbors) and for active transportation (walking, bicycling, and accessing public transportation).

You can find Broward Complete Streets Guidelines here.

Broward MPO Bicycle and Pedestrian Safety Action Plan

The Broward Metropolitan Planning Organization's (MPO) Bicycle and Pedestrian Safety Action Plan aims to create a safer walking and bicycling environment in Broward County. The plan aims to do this by identifying "Calls for Action" that focus on areas where institutional changes should be explored. Beyond the "Calls for Action" the plan also includes preliminary strategies and ideas for how change can be accomplished. The Action Plan identifies key action items, partner organizations, and time frames to guide the work of the MPO and its partners in improving walking and bicycling safety. The Action Plan serves as a foundation to improve safety for all roadway users in Broward County by shifting the transportation focus from moving cars to moving people utilizing four calls to action outline in Figure T-19. You can find the Bicycle and Pedestrian Safety Action Plan here.

GREENWAY MASTER PLAN

HIATUS-FLAMINGO GREENWAY

BROWARD COUNTY
FLORIDA

Broward County Greenways System





eenways System Master Plan



BROWARD COUNTY
FLORIDA

Broward County Greenways System



Broward County Greenways
Opportunity and Constraints Observations Memorandum

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A. CORRIDOR NARRATIVES

HIATUS ROAD C-42 CANAL TRAIL/ FLAMINGO ROAD TRAIL

Summary: This corridor has very good potential for greenway development. While the northern stretch of the Hiatus corridor exhibits several small stretches with somewhat limited right-of-way directly adjacent to residential land uses, south of Oakland Park Boulevard it becomes rather rural in nature and open in character. The intersection with I-595/SR 84 presents the greatest obstacle to this corridor. The Flamingo Road corridor contains ample right-of-way either to the east or west, along its entirety. Particularly to the west, many of the surrounding lands are still in agricultural use or otherwise vacant, facilitating greenway development.

4a. Hiatus Road C-42 Canal Trail

McNab Road Intersection South to Oakland Park Boulevard Intersection

The right of way (ROW) along this segment ranges from less than 10' to approximately 20' on both sides of Hiatus Road. North of Commercial Boulevard however, utility poles are located on the west side. South of Commercial Boulevard, a short stretch contains approximately 5' wide sidewalks, with only a few additional feet of cleared ROW available. The ROW widens again on the west side of Hiatus south of NW 44 Street, where there is approximately 20' available for trail development, and approximately 10' of clear ROW available on the east side of Hiatus Road. Sidewalks exist on both sides of the roadway along this portion.

The area is primarily industrial, with some residential and commercial. A cleared, vacant property exists at the northeast corner of Commercial Boulevard and Hiatus Road that could potentially provide an area for a small future trailhead. To the south, at NW 44 Street, Welleby Park could serve as a potential trailhead with numerous facilities available for trail users.

Oakland Park Boulevard Intersection South to SR 84 Intersection

The trail corridor could head west along the southern side of Oakland Park Boulevard at this intersection, then continue south along the canal in this area. The eastern bank of the canal contains approximately 30'+ of ROW. A pedestrian crossover bridge would be necessary at the canal intersection just south of the Sunrise Post Office. Intersection crossings would also be necessary at Commercial Boulevard, Oakland Park Boulevard, Sunrise Boulevard, and Broward Boulevard.

South of the Sunrise Post Office is a potential location for a trailhead or trail services given the open area at this intersection between the two canals. This area consists entirely of residential uses which back up to the C-42 canal (with a sufficient ROW between the private property and the canal). ROW on the western side of the canal is approximately 30'-40' clear, with approximately 40'-50'clear on the eastern side of the canal.

The residences on the eastern side of the canal are medium density suburban types, while those on the western side are a lower density, rural type residential. The western side of the corridor

would provide a good location for equestrian trails, given the adjacent equestrian-oriented developments (Plantation Acres and Polo Club Estates).

To the west of the corridor on Sunrise Boulevard, Volunteer Park and Plantation Acres Park and Equestrian Facility could provide recreational links to the trail. This segment of the trail ends with the intersection of the canal with the North New River Canal and the proposed SR 84 Greenway Corridor. At the northwestern corner of the intersection of these canals, a large area of open space is available. This could provide an area for a combined trailhead for this corridor and the SR 84 Greenway Corridor.

This portion of the greenway would continue west along the same route as that which was discussed with the SR 84 Corridor, where 40'-50'of open ROW is present along the northern bank of the North New River Canal. Vegetation through this area is substantial, associated with the adjacent rural residential uses. The open space and wide canal provide a good buffer from the highways to the south. A separate equestrian trail could continue through this area as well.

4b. Flamingo Road Trail

SR 84 Intersection South to Griffin Road Intersection

The major intersection of SR 84 and I-595 is a major constraint for this corridor. The corridor would need to cross under I-595 along Flamingo Road, where there is minimal ROW. Perhaps the roadway lanes through this area could be retrofitted to provide for a wide sidewalk at this intersection. This is a very large intersection and will present a safety issue for trail users. A narrow sidewalk is provided over the canal just south of this intersection.

South of the intersection, the ROW is approximately 15'-20' wide along the roadway, with an additional 8' or so present behind the guardrail (immediately adjacent to the canal) on both sides. In the southern portion of this segment, the ROW expands slightly. Sidewalks are prevalent through this section, however there is little cover vegetation. A crossing will be required at the intersection with the New River Canal just north of Griffin Road.

A potential trailhead exists at the southwest intersection of SW 36 Court and Flamingo Road. The Long Pine Key Natural Area is located here, with recreational trails provided by the City of Davie. On the east side of Flamingo Road, the non-profit Flamingo Gardens is present, which contains restrooms, a botanical garden and a wildlife sanctuary, as well as a snack stand. The land uses within this segment are mainly residential and agricultural.

Griffin Road Intersection South to Pines Boulevard Intersection

The ROW in this segment shrinks to approximately 6' adjacent to the canal behind the guardrail, with at least 20'-25' available directly adjacent to the roadway. Agricultural land is generally present to the west, with mostly residential uses to the east. A sidewalk is present on the east side of this stretch (to just north of Sheridan Street), which contains approximately 20'of ROW in which to possibly expand this facility as an alternate alignment.

South of Sheridan Street, only several feet of ROW is present along the canal inside the existing guardrail, with 20' of clear ROW present adjacent to the roadway. CB Smith Park would serve as an excellent trailhead, containing numerous facilities including trails, boat rentals, a beach and refreshments. It may be possible to move the trail into the park's perimeter through this section. The Flamingo Park ball fields will also be a good facility to connect with the corridor.

Pines Boulevard Intersection South to the Miami-Dade County Line

South of Pines Blvd., it may be advisable to move the corridor alignment to the western side of the canal since roadside ROW diminishes considerably through this segment. Approximately Twenty to 30'of clear ROW is present along the access road that runs parallel to the canal along the west side of Flamingo Road. Very little vegetation is present here, with the surrounding land uses including mostly agriculture, with sporadic commercial and residential uses.

South of Miramar Parkway, the ROW increases to up to 40' or more on the west side of the canal. The eastern side of the canal has approximately 15'-25' of ROW. Flamingo Road also narrows to two lanes at this location. Potential exists for the terminus of the trail to be located at the Snake Creek Canal intersection, where there appears to be space to build a small trailhead with facilities. Further south, a trailhead could be provided at Honey Hill Road, however there is little room here for any substantial facilities. A pedestrian bridge would be needed at the Snake Creek Canal.

B. FIELD ANALYSIS

4. *Hiatus Road C-42 Canal Trail/ Flamingo Road Trail*

Variable (with indications of ideal or preferable characteristics)

1. **Topography** (low elevation change, not greater than 8% max.)

   Very little elevation change exists through this corridor. No constraints regarding this factor are present.

2. **Drainage** (well-drained after most storms)

   No serious drainage issues were seen in this corridor. The canal is well-banked to hold excess stormwater and runoff. See stormwater drainage discussion near the end of this document.

3. **Soils** (not subject to heavy erosion or poor drainage, & not too soft or wet)

   Soils seemed quite stable along the entire corridor. Since the corridor runs mainly adjacent to canals, these banks are stabilized. There should not be any constraints regarding this factor.

4. **Vegetation** (native vegetation or tree canopy present to prevent too much exposure, or conditions present to develop future landscaping- also not overgrown with exotics)

   There is limited shade-providing vegetation along the length of the corridor. However, particularly in the central-northern portion (from around Oakland Park Boulevard to the intersection with SR 84), the rural residential uses adjacent to the corridor contain attractive vegetation. The extreme northern and southern portions of the corridor generally exhibit more suburban or developing suburban type development, where significant vegetation is not found.

   In the portion of the corridor which parallels SR 84 and I-595, the adjacent vegetation is thick and forested, providing an ideal environment for a trail. Along the remaining northern and southern portions, the opportunity and space to improve landscaping is certainly present.

5. **Land Uses and Zoning** (compatible with greenway use-aesthetically pleasing, safe, some conveniences)

   The land uses along this corridor vary widely, but are generally residential and agricultural, with some industrial uses. In the far northern portion of the corridor, industrial uses and vacant lands are present, with some transitioning to residential and some commercial. Heading further south, particularly through Plantation, the residential which exists along the corridor exhibits a lower density pattern and becomes more rural in nature, with some agricultural, or equestrian communities present. This land use,

including plenty of open space, continues as the corridor parallels the North New River (and SR-84/I-595).

Once the corridor crosses to parallel Flamingo Road, the land uses transition to medium density residential and agricultural lands. Pods of residential alternate with large agricultural and vacant properties for the remainder of the corridor, heading south. Several commercial, industrial, schools, and park or recreation facilities are also present along this corridor.

The area appears to be prime for the development of much of this agricultural and vacant land, as numerous new communities are seen to be under construction or recently completed. Generally the land uses along this corridor are very compatible with the proposed greenway, however it will be easier to plan for its development while much of the land along it is still undeveloped.

6. **Protected Species** (if surrounding habitat is conducive to supporting protected species, special care should be given to buffering, and improving habitat)

Large areas of native habitats have generally already been developed or are cleared for agricultural use throughout the corridor. There are several exceptions to this, including primarily the Flamingo Road Environmentally Sensitive Area, some areas along the canal which are still forested, and some portions of adjacent farmlands which still contain some native habitat.

It is likely that some native species live in these areas. While any habitat that might be in private holding cannot be controlled through trail development (unless it was purchased). Since the proposed greenway (with the minimal impact of a non-vehcicular trail) would be built along the banks of canals which have already been cleared for maintenance, no new destruction of habitat will occur through the construction of a greenway.

7. **Views** (far-reaching views including some natural environment or cultural interest present)

Views along this corridor are generally very good. They range from excellent (in some of the rural residential areas with forested vegetation and little traffic) to fair (along some of the cleared areas with no vegetation, a great deal of traffic and little of natural or cultural interest). The northern-central portion of the corridor generally contains the best scenery. The rural nature of much of the corridor, however, contributes to an interesting viewshed. With increased landscaping along much of the proposed trail, the less scenic areas could be vastly improved.

8. **Wetlands** (not to be built on high quality wetlands, if adjacent, provide habitat and buffering)

The vast majority of this corridor does not contain any wetlands, because they have been drained for previous development. The waterways along the corridor are human-built or channeled drainage structures. The proposed greenway would be built on dry areas.

9. **Bridges and Culverts** (should be passable)

Bridges do not generally present an obstacle within this corridor. However, in several instances, pedestrian bridges will be required to cross intersecting canals or waterways. Perhaps the major obstacle to this corridor will be the crossing (of both directions of) SR 84, and the North New River. A major structure will have to be built here, at least for the canal crossing, and preferably across SR 84 as well.

10. **Level of Traffic Interaction** (should be minimized, without excessive noise or dangerous conditions)

Traffic interactions range from ideal to poor within this corridor. The vast majority of the corridor contains good traffic conditions, with some of the major intersections providing the biggest challenges. Planning for and retrofitting these intersections should not be extremely difficult, therefore this criteria should not provide a major obstacle for the designation of this corridor. The only major constraint regarding traffic interactions would be crossing the major intersection
of SR 84 at Flamingo Road and I-595.

11. **Transportation within corridor** (sufficient r.o.w for 10 ft. of usable trail, no "other" physical barriers, should be passable for as long as possible)

Travel within the corridor is generally very smooth. The frequent intersections that must be crossed present constraints, however the vast majority should not be extremely difficult to cross at-grade. There are large segments within the corridor (unlike some of the other proposed corridors), where no interruptions of trail travel would occur.

Right of way along the canal is also very good throughout almost the entire corridor. With the exception of a short stretch south of Commercial Boulevard, generally at least 20 feet of cleared ROW exists throughout the entire corridor. In some areas, this ROW expands to over 40 feet. The large open spaces along the corridor are one of its greatest attributes.

South of Pines Boulevard, ROW adjacent to Flamingo Road on the east side of the canal declines gradually to only 5 feet. The west side of the canal, however, picks up a greater right of way (as well as a dirt access road), which expands from 20 to 40 feet. It would be preferable to move any trail to this side at the Pines Blvd. intersection. Access to the trail will be easily accomplished by any of the side streets that it passes.

12. **Community Facilities** (parks, schools, or other points of interest or service should be able to be linked to trail)

Facilities along the corridor are generally very well provided for. The number of open spaces available throughout much of the corridor provide very good opportunities to "fill in the holes" in the few locations where facilities may be lacking. In particular, it may be advisable to plan for a park or trailhead near the Flamingo/Red Road connector. Most of the existing parks will well serve the potential needs of trail users, however those spaces that are merely open, will require retrofitting. The following facilities are found from north to south (with the references on maps noted):

- Welleby Park (3)
- Sandpiper Elementary School (a)
- Sunrise Post Office (4)
- Volunteer Park/Plantation Acres Park and Fire Station(6)
- Alpha Academy and Rabat Shalom Torah (b)
- Flamingo Road Environmentally Sensitive Land Site/ Flamingo Gardens (7)
- St. Mark Elementary and The Sagemont School (c)
- Flamingo Park (13)
- CB Smith Park (14)
- Silver Palms Elementary (d)

FLAMINGO/HIATUS CORRIDOR ENGINEERING REPORT

From McNab Road to Oakland Park Boulevard

North of Oakland Park Boulevard, Hiatus Road is a 4-lane divided section with sidewalks on each side, although some sidewalk segments are missing. Drainage in this segment is by sheet flow into swale areas.

At the time of this report, the roadway segment north of Commercial Boulevard had been recently completed by the City of Tamarac. Trail users can cross Commercial Boulevard using the pedestrian crossing at the Hiatus road intersection.

There is an existing 16" DIP Water main at the northeast corner of Commercial Boulevard and Hiatus road that could service a future trailhead. Closest sanitary access structure, however, is approximately 1000' North of this intersection.

This area contains mostly Hallandale and Margate fine sands, and pockets of Lauderhill muck. These soils are very level and poorly drained. Hallandale fine sand consists of sandy soil with a bottom layer of limestone at a depth of 7 to 20 inches. Margate fine sand is underlain by limestone at a depth of 20 to 40 inches. Lauderhill muck contains organic soil underlain by limestone at a depth of 20 to 40 inches. All the soil information for this report was obtained from the "Soil survey of Broward County" published by the United States Department of Agriculture. Based on this information, the soils throughout the project do not present unusual construction constraints.

From Oakland Park Boulevard to the SR 84 intersection

South of Oakland Park Boulevard the corridor can continue along the canal running parallel to Hiatus Road. Use of the ROW or maintenance easements along this canal north of Sunrise Boulevard will probably require approval from the City of Sunrise Water Control District. South of Sunrise Boulevard approval will be required from Old Plantation Water Control District. Drainage of storm water runoff in both banks is through ground percolation and sheet flow into the canal.

If the corridor continues along the eastern bank of the Hiatus Road canal, a pedestrian bridge will be required at the C-13 canal just south of Oakland Park Boulevard. Another pedestrian bridge will be required at the intersection with the North New River Canal. Both of these are SFWMD canals and Notice General Permits will be required.

Intersection crossings will be required at Oakland Park Boulevard, Sunrise Boulevard, and Broward Boulevard. Trail users can cross Oakland Park Boulevard using pedestrian crosswalks at the intersection with Hiatus Road. Similarly, if the trail runs along the canal's west bank, users can cross Sunrise and Broward Boulevards using the pedestrian crosswalk at the Hiatus Road intersection.

If the trail runs along the east side of the canal, crossing will be close enough to the existing intersection at both Sunrise and Broward Boulevards that the minimum signal spacing per FDOT Access Management Criteria is not met. As in the proposed New River Corridor, one alternative that can be presented to FDOT is to stripe the crosswalk and install a sign similar to that used at railroad crossings near signalized intersections. The sign would read "DO NOT STOP ON

CROSSING" and this would allow greenways users to cross the street while the signal is in red. Users would still need to exercise caution with eastbound cars.

Commercial, Oakland Park, Sunrise, and Broward Boulevards are FDOT roads. A FDOT special permit will be required if the corridor crosses or abuts an FDOT ROW.

South of the Sunrise Post Office there is an open area at the canal intersection. Water and sewer services are available at this location to service a trailhead. The City of Sunrise is the utility provider in this area and would need to approve and permit any proposed facilities.

There is also room for a trailhead at the NW corner of Hiatus and the North New river canal. This location is in the City of Plantation Utilities service area. The City of Plantation, however, does not have sanitary sewer in this area. The City of Sunrise has a sanitary force main running along the North side of the canal and it may be possible to pump to their force main. Otherwise, the trailhead will need to be moved to a different location. There is water service available from the City of Plantation at this location.

Similar to the previous segment, the soils in this area are predominantly Hallandale and Margate fine sands.

From SR 84 to Griffin Road

Conditions along the next segment do not vary from SR 84 to Griffin Road. Six lane road, drainage swales, canal on the west side, frontage road on the east side, almost no landscaping on the swale areas, no sidewalks, undesignated bike shoulders on each side, and guardrail separating the roadway from the canal.

From SR84 to the Miami-Dade county line, the swale areas along the west side of the road are very critical to the drainage of Flamingo Road and FDOT is very protective of them. We recommend using the west bank of the canal for the multi purpose trail. This will also provide a separation from the heavy traffic and high velocity of Flamingo Road.

Using the west bank of the canal would require approval and/or permitting from three different water control districts. From I-595 to Stirling Road, approval would be required from the Central Broward Water Control District. From Stirling Road to Sheridan Street a Standard Permit will be required from SFWMD. Finally, from Sheridan Street to the Dade County line will require approval from the South Broward Drainage District.

A pedestrian bridge may be required at the C-11 canal. A Notice General Permit and a Standard Permit from SFWMD will be required. Additionally, a special permit from FDOT will be required at the Griffin Road crossing.

The Flamingo Road Environmentally Sensitive land is located at the Southwest intersection of SW 36 Court and Flamingo Road. Water services are available in the event new bathroom facilities are planned at this location. There is an existing 12" water main running approximately 20'-30' west of the existing canal. For sanitary sewer service there is a new force main under construction that could be accessed at the SW corner of Orange Drive and Flamingo Road. The City of Sunrise provides utilities in this area and would need to approve all proposed plans.

In addition to Hallandale and Margate sands, in this section we find areas of Plantation muck. These are level and poorly drained soils. Plantation muck has sandy mineral material under a muck surface layer that is subject to oxidation. Pockets of mud found along the trail may need to be removed and replaced with fill material.

From Griffin Road to Pines Boulevard

In this area conditions are similar to the previous segment along both the canal banks and Flamingo Road. The swale width on the west side of Flamingo Road is reduced at every right turn lane. (Picture 1) From Griffin Road to just before Sheridan Street there is a sidewalk with nice canopy trees on the east side of Flamingo Road. (Picture 2) Between Taft Street and Pines Boulevard there are power poles in the swale area adjacent to the sidewalk. South of Sheridan Street there is lighting on both sides of the road.

From Griffin Road to Sheridan Street the soils continue to be mostly Hallandale and Margate fine sands with small pockets of Plantation muck. From Sheridan Street to pines Boulevard the soil is for the most part Plantation and Lauderhill muck.

From Pines Boulevard to the Miami-Dade County Line

South of Miramar Parkway Flamingo Road narrows to four lanes. There are no sidewalks in this segment. There is an undesignated bike path on the east side. The main drainage system is by sheet flow into the swales on each side of the roadway. (Picture 3)

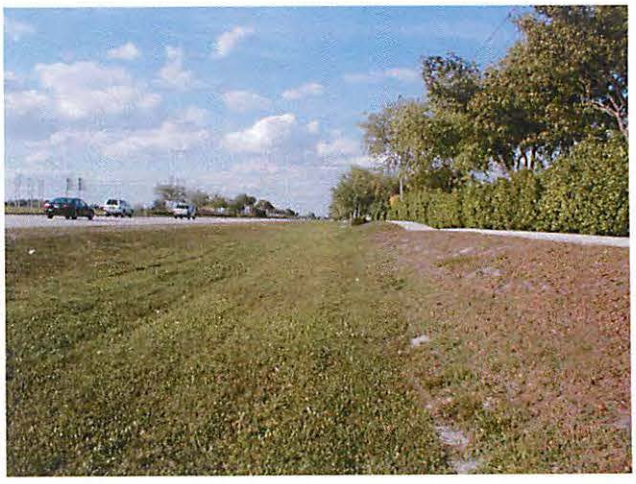
South of Pines Boulevard there is ample space on the west bank of the canal for the trail. (Picture 4) Crossings would have to be provided at every development entrance, although breaks in the curbs at these entrances already exist on the west bank at several developments. Drainage along the canal is currently through ground percolation and sheet flow into the canal.

North of the County line the access road along the west bank of the canal appears to be the only access to the residences on that side of the canal. (Picture 5) This may present a conflict to the trail. A pedestrian bridge will be required at the Snake Creek canal. SFWMD will require a Standard Permit and a Notice General Permit for both the bridge and the corridor.

From Pines Boulevard to the Turnpike the soils continue to be mostly Plantation Lauderhill muck. From the Turnpike to the County line the soils are mostly Margate sands.



Picture 1



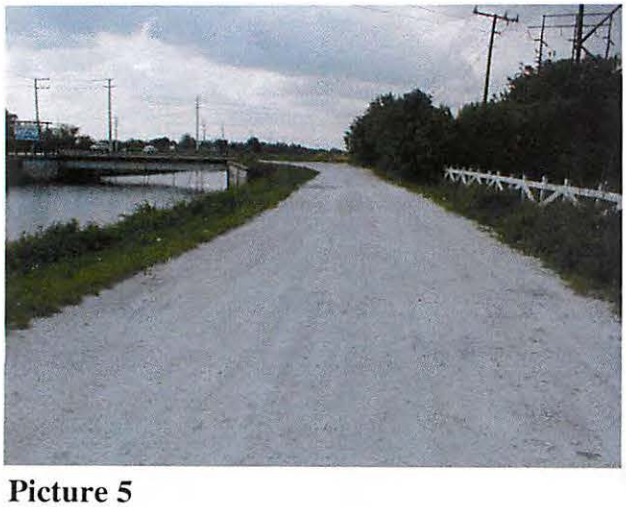
Picture 2



Picture 3

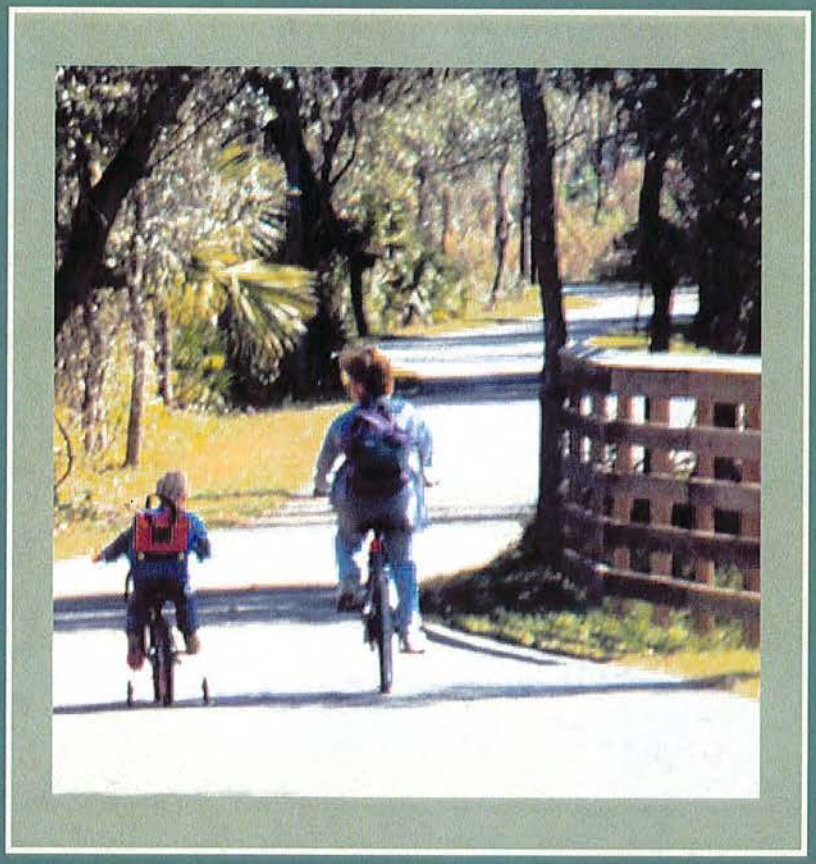


Picture 4



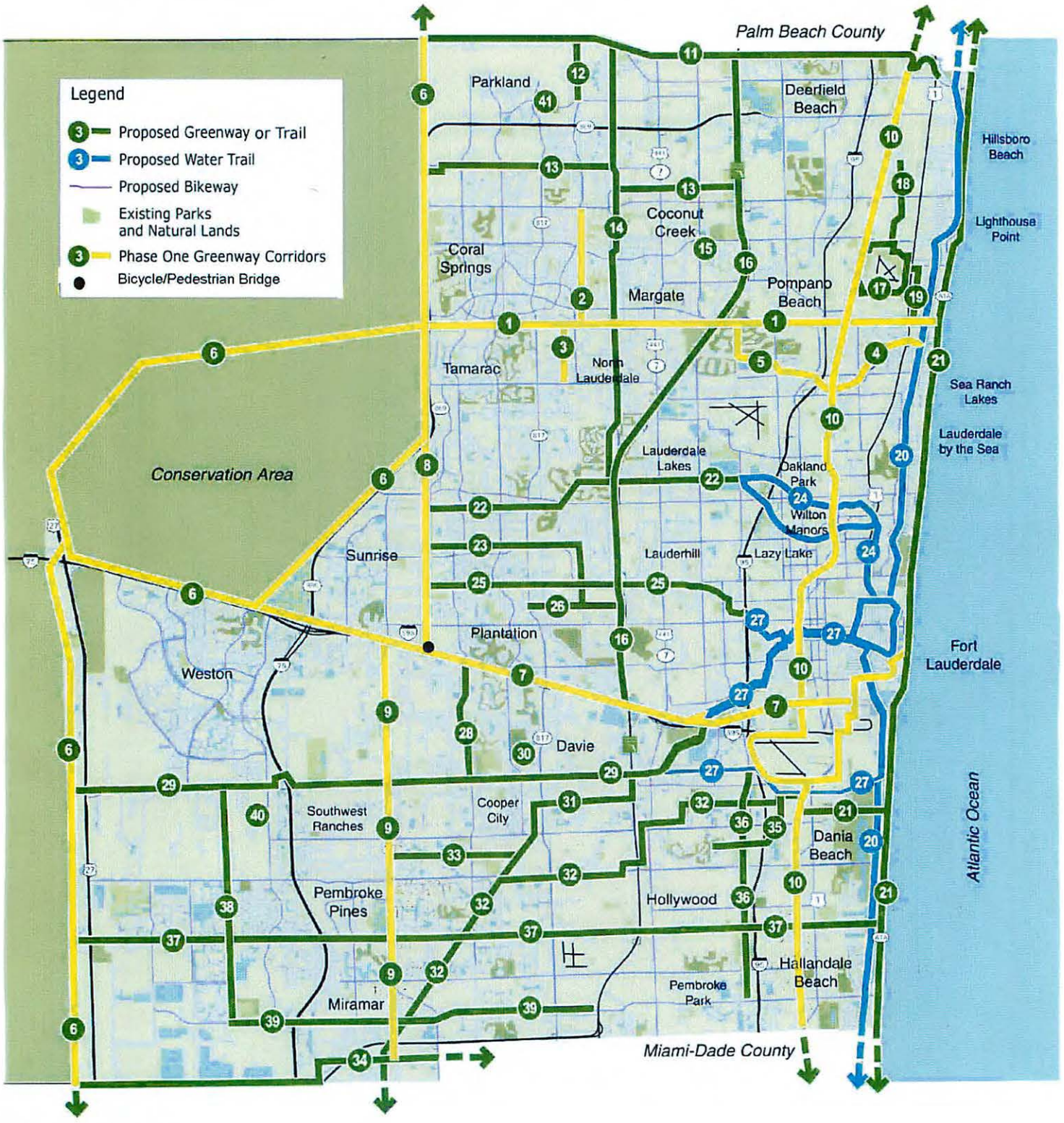
Picture 5

Broward County Greenways System



Broward County
Potential Greenways System

Broward County Department of Planning and Environmental Protection
May, 2001



Broward County Greenways System



Flamingo-Hiatus Road Trail

Broward County Potential Greenways System

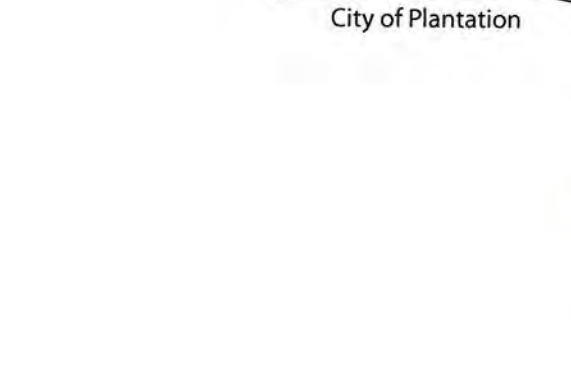
The Flamingo-Hiatus Road corridor provides a unique opportunity in urban Broward County for development of a rural and semi-rural multipurpose trail serving equestrians, bicyclists and hikers. The trail would also link Broward's western communities with existing and proposed parks and natural areas. The trail begins at the Sawgrass Expressway in Sunrise and travels south past Welleby Park which would serve as a trailhead. As the trail enters the City of Plantation, it assumes a rural character passing though the Plantation Acres community and following an existing equestrian path located adjacent to the C-42 Canal.

At SR 84, the trail turns north along the route of the proposed New River-SR-84 Greenway to Flamingo Road. Turning south on Flamingo, the trail passes through Davie's western rural areas. The scenic Long Pine Key natural area, situated to the west of Flamingo Road north of Griffin Road, is the planned location of a $12 million nature center funded through Broward County's 2000 Safe Parks and Land Preservation Bond program. The Long Key Nature Center will serve as an outstanding destination for trail users. Flamingo Gardens, located east of Flamingo Road near Long Key, provides another attraction in this area with its botanical gardens and tropical birds display.

Other existing and planned local greenways systems link with the proposed New River-SR-84 Trail in this area. The Town of Davie's extensive trail system intersects with the trail north of Griffin Road along Orange Drive and also at the Long Key Pine natural area. The Town of Southwest Ranches planned trail system will link with the trail to the west on Griffin Road.

South of Taft Street in Pembroke Pines, Broward County's CB Smith Park offers a wide variety of facilities to trail users including a water park, trails, picnic and play areas. The trail then passes through City of Miramar ending at a proposed trailhead adjacent to the Snake Creek Canal. Opportunities exist at this location for future connection to Miami-Dade greenways.





Legend

- Proposed Pedestrian Multi-purpose Path
- Proposed Wide Sidewalks Adjacent to Roadway
- Neighborhood Streets
- Proposed Water Trail
- Existing Mulit-Purpose Paths
- Proposed Pedestrian Bridges/Overpass
- Schools
- Trailheads

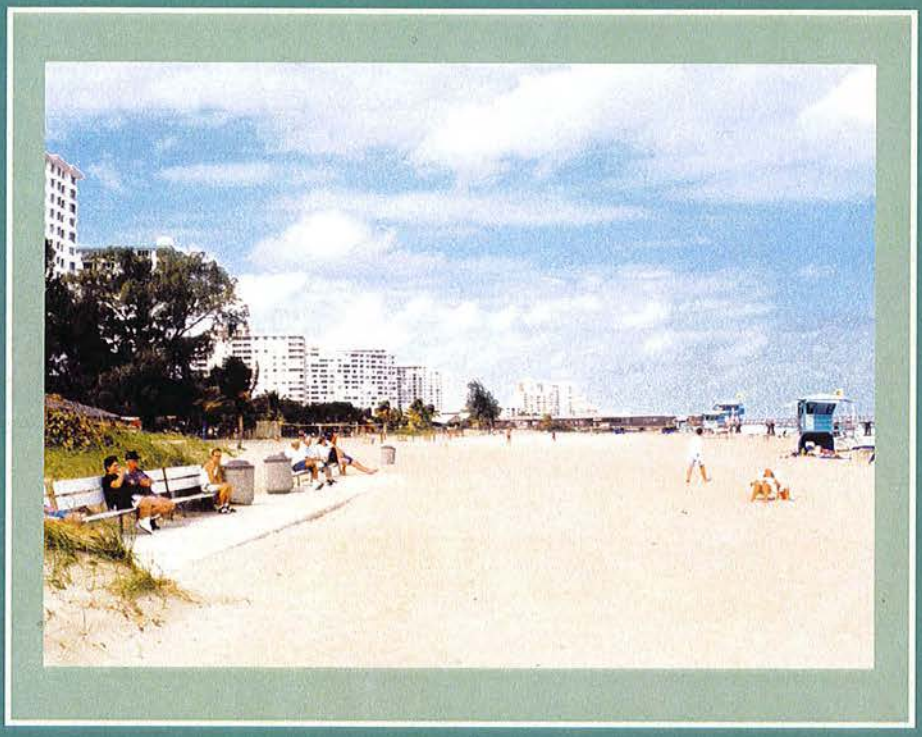
Scale in Miles: 0, 1 mile, 2 mile

North

Broward County Board of County Commissioners:
Josephus Eggelletion Jr. Ben Graber Sue N. Gunzburger Kristin D. Jacobs Ilene Lieberman Lori Nance Parrish John E. Rodstrom Jr. James A. Scott Diana Wasserman-Rubin

BROWARD COUNTY
FLORIDA

Broward County Greenways System



Action Plan

The main purpose of this Greenway System planning process has been to create a plan that can begin to be implemented right away. To this end, the following actions are recommended:

Adopt the Broward County Greenways Master Plan

1. Broward County Commission formally adopt the Greenways Master Plan
2. Inclusion of the Greenways Master Plan into the County's Comprehensive Plan
3. Inclusion of the Greenways Plan into the MPO's 2025 Plan
4. Addition of the Greenways Corridors into the Comprehensive Plan of each municipality within Broward County
5. Inclusion of the Greenways program into the development review process

Continue the Mission of the County's Greenways Technical Advisory Committee

1. Designate the County's Greenway TAC with the task of facilitating greenway and trail development
2. Assign tasks to each TAC member to track and coordinate their area of expertise with the other TAC representatives. The TAC should meet on a regular basis with a Project Manager driving the agenda.
3. Continually update County leadership on the progress of the plan's implementation

Establish Greenway Funding Sources

1. Secure gas-tax dollars allocated for Greenway funding
2. Establish dollars to be allocated towards Greenway funding from the Parks Bond program
3. Target improvements for inclusion into various CIPs, including Public Works and Parks
4. Establish methodologies for assembling funding to include partnerships with public and private funds, state and federal grants, municipalities and other partnerships

Establish an Implementation Schedule

1. Identify and determine a corridor implementation schedule with the most viable projects being first in line, including construction of new trailheads and/or addition of facilities at existing parks to serve as trailheads

2. Meet with representatives from municipalities and other partners to establish a level of County involvement for each trail project

3. Develop a prioritized budget for acquisition, design, development and operations that includes partnership agreements

Promote Greenways and Trails within Broward County

1. Build political and community support with tours of potential greenway corridors. If possible, conduct tours of existing trails such as the Pinellas Trail and the West Orange Trail

2. Supplement current educational program for students, stakeholders and municipalities with information regarding the development of Greenways and Trails

3. Supplement tourism and economic development campaigns with information regarding the benefits of the Broward County Greenway System

Construct Greenway Corridors

1. Establish design guidelines for Greenways construction projects to be utilized Countywide, including:
    - Trail design standards
    - Uniform signage and wayfinding
    - Minimum trailhead standards (amenities, etc.)

2. Establish policies / guidelines for Greenway operations, maintenance and management, including:
    - Police /ranger patrols (frequency, etc.)
    - Sweeping and blowing debris from paved surfaces
    - Pick up and removal of trash
    - Weed control and vegetation management
    - Mowing of grass at trailheads, mowing of 3' to either side of paved trails
    - Minor repairs to facilities

3. Establish general policies / guidelines for hours of operation of Greenways corridors

4. Establish policies regarding risk management and liability, including:
    - Preparation of trail safety manual
    - Establishment of user rules and regulations
    - Development of Trails and Greenways emergency procedures
    - Preparation of a safety checklist for trails
    - A system of accident reporting and analysis
    - Regular maintenance and inspection program
    - Site and facility development and review
    - Employee training program for safety and emergency response (in conjunction with municipalities)

5. Hire a design/engineering firm to develop construction plans for Broward County-funded portions of the Greenway

6. Celebrate and televise trail progress and corridor openings to the public and municipalities

Part IV- Project Details

3. Request for Variance- Justification for Concrete Paving Material.

PUBLIC WORKS DEPARTMENT
HIGHWAY & BRIDGE MAINTENANCE DIVISION
1600 Blount Road • Pompano Beach, Florida 33069 • 954-357-6040 • FAX 954-357-6131

MEMORANDUM

Date: December 15, 2023

To: Wibet Hay, SUN Trail Grant Manager,
Florida Department of Transportation, District 4

From: Anh L. Ton, P.E., Director
Highway and Bridge Maintenance Division

Subject: Variance Justification for Concrete on Flamingo Greenway

Highway and Bridge Maintenance Division (HBMD) is pleased to apply for the SUN Trail grant and requests the use of concrete over asphalt for the construction of the Flamingo Greenway.

Broward County has traditionally used concrete in the construction of the greenways including Cypress Creek, New River, and Hiatus Greenways. Concrete was selected over asphalt because it outlasts asphalt surfaces and requires less maintenance; therefore, maintenance cost is lower. In addition, during the planning and outreach of the project with the municipalities, which will be responsible for the greenway maintenance, it was agreed that the trail will be constructed with concrete.

Part V- Project Costs

3. SUN Trail Cost Estimate

Shared-Use Nonmotorized (SUN) Trail Program

COST ESTIMATE

Financial Management Number (if applicable):

Project Description: BROWARD COUNTY FLAMINGO GREENWAYS FROM BROWARD/ MIAMI-DADE COUNTY LINE TO I-595

Items		SUN Trail Eligible				Other Funds (must include all SUN Trail ineligible items)					TOTAL	
Pay Item Number*	Pay Item Description*	Quantity	Unit	Unit Cost	Subtotal Cost	Quantity	Unit	Unit Cost	Subtotal Cost (other funds)	Source(s) of Match	Total Quantity	Total Cost
102-60	WORK ZONE SIGNS, F & I	2700	DAY	$ 10.00	$ 27,000.00		EA		$ -		2700	$ 27,000.00
102-71-1B	BARRIER WALL, TEMPORARY, F&I, WATERFILLED, UP TO 30 DAYS	756	LFT	$ 65.00	$ 49,140.00		EA		$ -		756	$ 49,140.00
102-74-1	CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, F & I	39960	DAY	$ 12.00	$ 479,520.00		EA		$ -		39960	$ 479,520.00
102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL, F & I	108	DAY	$ 60.00	$ 6,480.00		EA		$ -		108	$ 6,480.00
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, F & I	1080	DAY	$ 150.00	$ 162,000.00		EA		$ -		1080	$ 162,000.00
N/A	FDOT CERTIFIED FLAG PERSON	135	DAY	$ 60.00	$ 8,100.00		EA		$ -		135	$ 8,100.00
104-10-3	SEDIMENT BARRIER	59400	LFT	$ 25.00	$ 1,485,000.00		EA		$ -		59400	$ 1,485,000.00
110-4-10A	REMOVAL OF EXISTING CONCRETE-SIDEWALK, PAVEMENT OR SLOPE PAVEMENT ANY THICKNESS	1620	SQY	$ 60.00	$ 97,200.00		EA		$ -		1620	$ 97,200.00
110-4-10F	REMOVAL OF EXISTING CONCRETE-CURB AND GUTTER	2160	LFT	$ 35.00	$ 75,600.00		EA		$ -		2160	$ 75,600.00
120-1	REGULAR EXCAVATION	21600	CUY	$ 60.00	$ 1,296,000.00		EA		$ -		21600	$ 1,296,000.00
120-6	EMBANKMENT	43200	CUY	$ 35.00	$ 1,512,000.00		EA		$ -		43200	$ 1,512,000.00
400-1-AAA	CONCRETE CLASS I	259.2	CUY	$ 350.00	$ 90,720.00		EA		$ -		259.2	$ 90,720.00
415-1-A	REINFORCING STEEL	14040	LBS	$ 7.00	$ 98,280.00		EA		$ -		14040	$ 98,280.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	3240	LFT	$ 60.00	$ 194,400.00		EA		$ -		3240	$ 194,400.00
522-2A	CONCRETE SIDEWALK AND DRIVEWAYS, 6 IN THICK	75600	SQY	$ 130.00	$ 9,828,000.00		EA		$ -		75600	$ 9,828,000.00
522-2C	CONCRETE SIDEWALK, 10 IN THICK	12960	SQY	$ 140.00	$ 1,814,400.00		EA		$ -		12960	$ 1,814,400.00
N/A	ADA COMPLIANT CURB RAMP, SINGLE DIRECTION	108	EA	$ 3,200.00	$ 345,600.00		EA		$ -		108	$ 345,600.00
570-1-2	PERFORMANCE TURF, SOD	64800	SQY	$ 9.00	$ 583,200.00		EA		$ -		64800	$ 583,200.00
710-11-101, 710-11-201, OR 710-11-421	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YELLOW, OR BLUE, SOLID, 6 IN	324	LFT	$ 4.00	$ 1,296.00		EA		$ -		324	$ 1,296.00
710-11-125 OR 710-11-225	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR STOP LINE OR CROSSWALK, 24 IN	432	LFT	$ 5.00	$ 2,160.00		EA		$ -		432	$ 2,160.00
N/A	GROUND ROD, F & I					432	LFT	$ 80.00	$ 34,560.00	Broward County	432	$ 34,560.00
N/A	LABORER	2700	HR	$ 55.00	$ 148,500.00		EA		$ -		2700	$ 148,500.00
N/A	MASTER ELECTRICIAN					172.8	HR	$ 120.00	$ 20,736.00	Broward County	172.8	$ 20,736.00
N/A	REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS	16200	CY	$ 35.00	$ 567,000.00		EA		$ -		16200	$ 567,000.00
N/A	ALLOWANCE: SURVEY	1080	HR	$ 200.00	$ 216,000.00		EA		$ -		1080	$ 216,000.00
N/A	ALLOWANCE: GATES					44	EA	$ 15,000.00	$ 660,000.00	Broward County	44	$ 660,000.00
N/A	ALLOWANCE: SPLITTER ISLANDS					65	EA	$ 30,000.00	$ 1,950,000.00	Broward County	65	$ 1,950,000.00
N/A	ALLOWANCE: TABBY CONCRETE FOR SPLITTER ISLANDS					65	EA	$ 5,000.00	$ 325,000.00	Broward County	65	$ 325,000.00
N/A	ALLOWANCE: TESTING	21600	LS	$ 1.00	$ 21,600.00		EA		$ -		21600	$ 21,600.00
N/A	ALLOWANCE: LANDSCAPING					3240000	LS	$ 1.00	$ 3,240,000.00	Broward County	3240000	$ 3,240,000.00
N/A	ALLOWANCE: SIGNAGE					378000	LS	$ 1.00	$ 378,000.00	Broward County	378000	$ 378,000.00
N/A	ALLOWANCE: AMENITIES (COVERED BENCH WITH TRASH RECEPTACLES)					22	EA	$ 50,000.00	$ 1,100,000.00	Broward County	22	$ 1,100,000.00
			EA		$ -		EA		$ -		0	$ -
			EA		$ -		EA		$ -		0	$ -
			EA		$ -		EA		$ -		0	$ -
			EA		$ -		EA		$ -		0	$ -
			EA		$ -		EA		$ -		0	$ -
			EA		$ -		EA		$ -		0	$ -
			EA		$ -		EA		$ -		0	$ -
		SUN Trail Eligible Costs / SUN Trail Funds Requested (not funded through other sources)			**$ 19,109,196.00**	**Other Funds (must include SUN Trail Ineligible Costs)**			**$ 7,708,296.00**		**Subtotal**	**$ 26,817,492.00**
Design Cost (15%)					$ 2,866,379.40				$ 1,156,244.40			$ 4,022,623.80
CEI Cost					$ 955,459.80				$ 385,414.80			$ 1,340,874.60
CONTINGENCY		Contingency is not a Participating Item							$ 2,681,749.20			
Total Cost Estimate					**$ 3,821,839.20**				**$ 4,223,408.40**			**$ 8,045,247.60**

A reasonable estimate of project costs is required. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements. Projects on the State Highway System, and "on-system" (on FDOT land), and Critical Projects shall utilize FDOT pay items numbers and descriptions. FDOT'S AWARD OF FUNDING TO THE APPLICANT'S PROJECT DOES NOT CONSTITUTE ACCEPTANCE OF PARTICIPATING VS. NON-PARTICIPATING ITEMS IDENTIFIED IN THIS COST ESTIMATE. Funding pay items and eligibility will be discussed during project development.
Estimates shall be broken down to eligible and ineligible project costs.

Examples of Non-participating items:
Benches, trail furniture, bicycle racks or lockers, buildings or enclosures, comfort stations or structures, kiosks, landscaping, litter receptables, parking areas, trailheads, camping areas, playgrounds, fitness equipment, promotional materials, art, sculptures, monuments, water fountains, spigots, irrigation, contingency, etc. Other elements may be non-participating.
See Department of Financial Services (DFS) Catalog of State Financial Assistance (CSFA) 55.038 and FDOT Work Program Instructions.

If you have questions regarding an eligible or non-participating item, District representatives may be contacted for guidance.

References:

FDOT Design	https://www.fdot.gov/roadway
FDOT Program Manageme	https://www.fdot.gov/programmanagement
FDOT Estimates	https://www.fdot.gov/programmanagement/estimates/estimates
FDOT SUN Trail Program	https://www.fdot.gov/planning/systems/systems-management/SUNTrail
FDOT Work Program	https://www.fdot.gov/workprogram/development/wp-instructions.shtm
DFS CSFA 55.038	https://apps.fldfs.com/fsaa/searchCatalogResultsDetail.aspx?id=73958

Prepared by: **PE Number:** 69242

Adriana Toro — **Name:**
ADRIANA TORO — **Signature:** Digitally signed by ADRIANA TORO Date: 2023.12.15 18:02:52 -05'00'
Date:

Reviewed by:

Arlene Willis — **Name:**
Arlene Willis — **Signature:** Digitally signed by Arlene Willis Date: 2023.12.18 08:40:01 -05'00'
Date:

Part VI- Selection Criteria

6. Documented Public Support

- Letters of Support;
  - City of Miramar,
  - City of Pembroke Pines,
  - Town of Southwest Ranches,
  - Town of Davie,
  - Broward County Bicycling Pedestrian Advisory Committee,
  - Broward County Complete Streets Team.
- BPAC Meeting Agenda, November 8, 2023
- Pembroke Pines City Commission Packet, March 16, 2022
  - Agenda,
  - Legislative Text,
  - Minutes,
  - Fully Executed Interlocal Agreement.

7. Environmental Resources- Flamingo Greenway Natural Resources Evaluation

MIRAMAR
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City of Miramar
An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Alexandra P. Davis

City Commission

Winston F. Barnes

Maxwell B. Chambers

Yvette Colbourne

City Manager

Dr. Roy Virgin

"We're at the Center of Everything"

City Manager
c/o City of Miramar
2300 Civic Center Place
Miramar, FL 33025

Phone (954) 602-3080
FAX (954) 602-3935

October 24, 2023

Gregory Stuart, AICP
Executive Director
Broward Metropolitan Planning Organization
100 W Cypress Creek Rd, Suite 650
Fort Lauderdale, FL 33309

Dear Mr. Stuart,

Re: SUN Trail Grant Application

The City of Miramar is pleased to submit this letter in support of Broward County Government's SUN Trail grant application. Their proposed project is aimed at bridging the gap to fulfill the goal of creating interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road. I respectfully request your consideration of the application for the pursuit of state funding.

The Southeast Florida region is the largest metropolitan area in Florida and proliferating with more than seven million residents. In 1997, Mean Streets by the Surface Transportation Policy Project identified the Fort Lauderdale-Hollywood-Pompano Beach, FL PMSA as the most dangerous large metropolitan area for walking. For over 20 years, Broward County has been ranked as one of the most dangerous regions in the country for pedestrians and cyclists. The need to create a more robust network of safe, comfortable, and convenient separated facilities for people walking and biking that can accommodate people of all ages and abilities is crucial in ensuring and sustaining a better quality of life, longevity, as well as overall well-being for residents and visitors of Broward County as a whole.

As a city in Broward County that hosts a SUN Trail unfunded facility alignment, we support the Broward County application for the SUN Trail and recognize the benefits the proposed facility will have on our residents' quality of life and transportation needs. We commit to assuming the responsibilities to operate and maintain the facility following the completion of construction and intend to execute an agreement with Broward County prior to the design and construction of the facility.

Again, I encourage your consideration of this worthy cause. Should you require additional information regarding this request, please contact Sal Zuniga, City Engineer via email at sezuniga@miramarfl.gov or telephone at 954-602-3323.

Sincerely,

Dr. Roy L. Virgin,
City Manager

November 16th, 2023

PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Iris A. Siple
VICE MAYOR
DISTRICT 3
954-450-1030
isiple@ppines.com

Jay D. Schwartz
COMMISSIONER
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

Gregory Stuart, AICP
Executive Director
Broward Metropolitan Planning Organization
100 W Cypress Creek Rd, Suite 650
Fort Lauderdale, FL 33309

Re: SUN Trail Grant Application

Dear Greg,

The City of Pembroke Pines is pleased to submit this letter in support of Broward County Government's SUN Trail grant application. Their proposed project is aimed at bridging the gap to fulfill the goal of creating interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road. I respectfully request your consideration of the application for the pursuit of state funding.

The Southeast Florida region is the largest metropolitan area in Florida and growing rapidly with more than seven million residents. In 1997, Mean Streets by the Surface Transportation Policy Project identified Fort Lauderdale-Hollywood-Pompano Beach, FL as the most dangerous large metropolitan area for walking. For over 20 years, Broward County has been ranked as one of the most dangerous regions in the country for pedestrians and cyclists. The need to create a more robust network of safe, comfortable, and convenient separated facilities for people walking and biking that can accommodate people of all ages and abilities is crucial in ensuring and sustaining a better quality of life, longevity, as well as overall well-being for residents and visitors of Broward County as a whole.

As a city in Broward County that hosts a SUN Trail unfunded facility alignment, we support the Broward County application for the SUN Trail and recognize the benefits the proposed facility will have on our residents' quality of life and transportation needs. We commit to assuming the responsibilities to operate and maintain the facility following the completion of construction and intend to execute an agreement with Broward County prior to the design and construction of the facility.

Again, I encourage your consideration of this worthy cause. If I can be of further assistance in this matter, please do not hesitate to contact me at the address below.

Sincerely,

Karl M. Kennedy, P.E.
City Engineer
City of Pembroke Pines

CITY OF
Cooper City
Someplace Special

Greg
Jeff G
Ryan C. Shrouder, Commissioner
Jeremy Katzman, Commissioner
Lisa Mallozzi, Commissioner
Ryan T. Eggleston, City Manager

December 19, 2023

Gregory Stuart, AICP
Executive Director
Broward Metropolitan Planning Organization
100 W Cypress Creek Rd, Suite 650
Fort Lauderdale, FL 33309

Re: SUN Trail Grant Application

Dear Gregory Stuart, Executive Director,

The City of Cooper City is pleased to submit this letter in support of Broward County Government's SUN Trail grant application. Their proposed project is aimed at bridging the gap to fulfill the goal of creating an interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road. I respectfully request your consideration of the application for the pursue of state funding.

The Southeast Florida region is the largest metropolitan area in Florida and growing rapidly with more than seven million residents. In 1997, Mean Streets by the Surface Transportation Policy Project identified the Fort Lauderdale-Hollywood- Pompano Beach, FL PMSA as the most dangerous large metropolitan area for walking. For over 20 years, Broward County has been ranked as one of the most dangerous regions in the country for pedestrians and cyclists. The need to create a more robust network of safe, comfortable, and convenient separated facilities for people walking and biking that can accommodate people of all ages and abilities is crucial in ensuring and sustaining a better quality of life, longevity, as well as overall well-being for residents and visitors of Broward County as a whole.

As a city in Broward County that hosts a SUN Trail unfunded facility alignment, we support the Broward County application for the SUN Trail and recognize the benefits the proposed facility will have on our residents' quality of life and transportation needs. We commit to assuming the responsibilities to operate and maintain the facility following the completion of construction and intend to execute an agreement with Broward County prior to the design and construction of the facility.

Again, I encourage your consideration of this worthy cause. If I can be of further assistance in this matter, please do not hesitate to contact me at the address below.

Sincerely,

Tim Fleming,
Acting Public Works Directo

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax
web: www.southwestranches.org

Steve Breitkreuz, *Mayor*
Jim Allbritton, *Vice Mayor*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*
David S. Kuczenski, *Council Member*

Andy Berns, *Town Administrator*
Russell Muñiz, *Asst Town Admin / Town Clerk*
Keith M. Poliakoff, *Town Attorney*
Emil C. Lopez, *Town Financial Administrator*

October 19, 2023

Gregory Stuart, AICP
Executive Director
Broward Metropolitan Planning Organization
100 W Cypress Creek Rd, Suite 650
Fort Lauderdale, FL 33309

Re: SUN Trail Grant Application

Dear Mr. Stuart,

The Town of Southwest Ranches is pleased to submit this letter in support of the Broward County Government's SUN Trail grant application. I respectfully request your consideration of the application for the pursuit of state funding.

Their proposed project is aimed at bridging the gap to fulfill the goal of creating interconnected paved multi-use trails (SUN Trail network) along Flamingo Road for bicyclists and pedestrians physically separated from the road.

Flamingo Road is a highly travelled corridor on the eastern edge of Southwest Ranches. It is lined with houses of worship and a school that attracts both pedestrians and bicyclists. The Town adopted Resolution 2008-019 in support of this multi-use trail.

For over 20 years, Broward County has been ranked as one of the most dangerous regions in the country for pedestrians and cyclists. The need to create a more robust network of safe, comfortable, and convenient separated facilities for people walking and biking that can accommodate people of all ages and abilities is crucial in ensuring and sustaining a better quality of life.

The Town supports the Broward County application for the SUN Trail and recognizes the benefits the proposed facility will have on our residents' quality of life and transportation needs. We intend to execute an agreement with Broward County prior to the design and construction of the facility to operate and maintain the facility following the completion of construction.

Again, I encourage your consideration of this worthy cause. If I can be of further assistance in this matter, please do not hesitate to contact me.

Sincerely,

Andrew D. Berns
Town Administrator

CC: Josette Severyn, Broward County
Arlene Willis, Broward County

OFFICE OF THE TOWN ADMINISTRATOR

8800 SW 36th Street • Davie, Florida 33328
Office: 954-797-1034 • Fax: 954-797-1182
www.davie-fl.gov

October 31, 2023

Gregory Stuart, AICP
Executive Director
Broward Metropolitan Planning Organization
100 W Cypress Creek Rd, Suite 650
Fort Lauderdale, FL 33309

Re: SUN Trail Grant Application

Dear Mr. Stuart:

The Town of Davie is pleased to submit this letter of support on behalf of Broward County Government's SUN Trail grant application. This proposed project is aimed at bridging the gap to fulfill the goal of creating interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road. I respectfully request your consideration of the application for the pursuit of state funding.

The Southeast Florida region is the largest metropolitan area in Florida and is growing rapidly with almost seven million residents. In 1997, Mean Streets by the Surface Transportation Policy Project identified the Fort Lauderdale-Hollywood- Pompano Beach, FL PMSA as the most dangerous large metropolitan area for walking. For over 20 years, Broward County has been ranked as one of the most dangerous regions in the country for pedestrians and cyclists. The need to create a more robust network of safe, comfortable, and convenient separated facilities for people walking and biking that can accommodate people of all ages and abilities is crucial in ensuring and sustaining a better quality of life, longevity, as well as overall well-being for residents and visitors of Broward County as a whole.

As a municipality in Broward County with a SUN Trail unfunded facility alignment, we support the Broward County application for the SUN Trail and recognize the benefits the proposed facility will have on our residents' quality of life and transportation needs. We commit to assuming the responsibilities to operate and maintain the facility following the completion of construction and intend to execute an agreement with Broward County prior to the design and construction of the facility.

Again, I encourage your consideration of this worthy cause. If I can be of further assistance in this matter, please do not hesitate to contact me at the address above.

Sincerely,

Richard J. Lemack
Town Administrator

TOWN COUNCIL

Judy Paul
Mayor

COUNCILMEMBERS

Michelle Whitman
Councilmember
District 1

Caryl Hattan
Councilmember
District 2

Susan Starkey
Councilmember
District 3

Marlon Luis
Vice Mayor
District 4

BICYCLING AND PEDESTRIAN ADVISORY COMMITTEE

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

November 28, 2023

Josette Severyn, Multi-modal Mobility Projects Administrator
Broward Mobility Advancement Plan Administration
1 North University Drive
Plantation, FL 33324

Re: Support of the Flamingo Road Greenway TIP Modification and SUN Trail Application

Dear Ms. Severyn,

Thank you for presenting information about the Flamingo Road Greenway project to the Broward Bicycling and Pedestrian Advisory Committee (BPAC), which serves in an advisory capacity to the Board of County Commissioners. On November 8, 2023, BPAC members voted to support implementation of the proposed Flamingo Road Greenway project.

The Flamingo Road Greenway will contribute towards creating a safe, interconnected trail system in Broward County. As part of the SUN Trail system, the proposed shared use path will increase accessibility to communities, shops, schools, places of worship, parks, and transit facilities. The Greenway will also enhance mobility by creating a traffic-separated, safe, comfortable, and connected walking and biking shared use path that will provide a seamless low-stress non-motorized facility connecting the Cities of Miramar, Pembroke Pines, Cooper City and the Towns of Southwest Ranches and Davie.

The Flamingo Road Greenway is part of the Greenways Master Plan adopted by Broward County in 2002. Together with the existing New River Greenway, Cypress Creek Greenway, and Hiatus Greenway built by Broward County, the Flamingo Road Greenway will improve connectivity within the County. This shared use path will connect users from the Miami-Dade/ Broward County line to the New River Greenway, which offers other shared-use connections beyond. This project will also support the ongoing Broward County Low Stress Multimodal Mobility Transportation System Master Plan, which is anticipated to greatly expand infrastructure for all non-motorized users.

For additional information, please contact Sara Forelle, AICP, BPAC Coordinator at sforelle@broward.org or (954)357-9785.

Sincerely,
Michael Kroll, RLA, FASLA
Digitally signed by Michael Kroll, RLA, FASLA
Date: 2023.11.29 11:35:59 -05'00'
Michael Kroll, PLA FASLA
BPAC Chair
President, Miller Legg
BPAC@broward.org

CC: Broward Bicycling and Pedestrian Advisory Committee (BPAC), Members
Josie P. Sesodia, AICP, Director, Urban Planning Division
Sara Forelle, AICP, Senior Planner, Urban Planning Division

COMPLETE STREETS TEAM 1 N. University Drive, Box 102 | Plantation, FL 33324 | 954-357-6634 | Fax 954-357-6521

November 15, 2023

Greg Stuart, Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309-2181

Re: Flamingo Road Greenway TIP Modification and SUN Trail Application

Dear Mr. Stuart,

The Broward Complete Streets Team supports the implementation of the Flamingo Road Greenway which will contribute towards creating a safe, interconnected trail system in Broward County. The Flamingo Road Greenway is consistent with County policies and efforts, including the County Commission vision statement, the Broward County Comprehensive Plan, and the ongoing Broward County Low Stress Multimodal Mobility Transportation System Master Plan. The plan aligns with the Commission's Vision Goals of Connected Community, Economic Opportunity, Healthy Community and Resilient Community.

Part of the SUN Trail system, the proposed shared use path will increase residential accessibility to destinations, e.g., shops, schools, places of worship, parks, transit, by enhancing non-motorized mobility by creating a traffic-separated, safe, comfortable, and connected walking and biking facility. Additionally, the proposed shared use path will provide a seamless low- stress non-motorized facility connecting the Cities of Miramar, Pembroke Pines, Cooper City and the Towns of Southwest Ranches and Davie.

The Flamingo Road Greenway is part of the Greenways Master Plan adopted by Broward County in 2002. This 10.8 mile shared use path will connect from the southern Miami-Dade/ Broward County line to the New River Greenway. The project supports the Low Stress Multimodal Mobility Network, which aims to create a low stress option for people walking and biking as an alternative to the curb-less pedestrian domain and on-street bicycle lane. Together with the existing New River Greenway, Cypress Creek Greenway, and Hiatus Greenway built by Broward County, the Flamingo Road Greenway will improve connectivity within the County.

This plan is also consistent with numerous countywide Land Use Plan and Broward Comprehensive Plan objectives and policies, by proposing to enhance existing pedestrian and bicycle corridors with mobility and safety improvements, while adding new facilities to generate a connected system of lower traffic stress facilities. This project will not reduce the number of vehicular travel lanes.

Therefore, as representatives of the Broward County Complete Streets Team, we support the implementation of the Flamingo Road Greenway Plan.

Sincerely,

DARBY DELSALLE
Digitally signed by DARBY DELSALLE
Date: 2023.11.20 10:29:10 -05'00'

Richard Tornese, Co-Chair, Director,
Highway Construction & Engineering Division
RTORNESE@broward.org

Darby Delsalle, Co-Chair, Assistant Director
Urban Planning Division
DDELSALLE@broward.org

COMPLETE STREETS TEAM 1 N. University Drive, Box 102 | Plantation, FL 33324 | 954-357-6634 | Fax 954-357-6521

CC: Broward Complete Streets Team, Members
Lenny Vialpando, Director, Resilient Environment Department
Trevor Fisher, Director, Public Works Department

AGENDA

BROWARD COUNTY BICYCLING AND PEDESTRIAN ADVISORY COMMITTEE (BPAC) MEETING

WEDNESDAY, NOVEMBER 8, 2023 – 6:30 PM

BROWARD COUNTY GOVERNMENTAL CENTER WEST
1 NORTH UNIVERSITY DRIVE, PLANTATION, FL 33324

I. CALL TO ORDER

II. ROLL CALL

III. INTRODUCTION OF VISITORS

IV. WELCOME NEW MEMBER – *CHRISTOPHER WOLF*

V. APPROVAL OF MINUTES – September 13, 2023

VI. NEW BUSINESS

1. PRESENTATION – Broward County Transit (BCT) Request for Feedback on the Transit Development Plan – *Sofia Thordin, Benesch*
2. PRESENTATION – Broward Low Stress Multimodal Mobility Master Plan Updates – *Jeff Weidner and Christina Fermin, Marlin Engineering*
    - **a.** Announcement – SUNTrail Grant Application for the Flamingo Rd. Greenway – Josette Severyn
3. MOTIONS – To accept annual report and
    - **a.** Submit to the County Administrator to share with the County Commission;
    - **b.** Publish the document on the BPAC website
4. MOTION – To approve the 2024 March Bicycle Month Proclamation and forward to the County Commission
5. MOTION – To approve 2024 BPAC Meeting Schedule

VII. AGENCY UPDATES – *Claudette De Los Santos, FDOT D4*

VIII. STAFF REPORT – 2023 Wellness Jamboree - *Sara Forelle*

IX. COMMITTEE MEMBER UPDATES

- Complete Streets Team Report
- Chair & Member Updates

X. PUBLIC COMMENT

XI. **ADJOURN**

**** Next Meeting: Wednesday, January 10, 2023 at 6:30 PM (adoption pending)****

BPAC Purpose: Review Broward County road construction projects at their planning and design stages for the possible inclusion and/or placement of bikeway systems. Recommend prospective locations of future bikeways. Study, pursue, solicit and encourage public and private funding for bicycle and pedestrian facilities projects. Compile and provide educational and informational material. Seek public input to determine community desires and priorities regarding bicycle and pedestrian facilities. Develop programs to encourage bicycling and walking throughout Broward County. Submit to the Commission an annual report and proposed budget. Review pedestrian concerns.

Broward County's Greenways

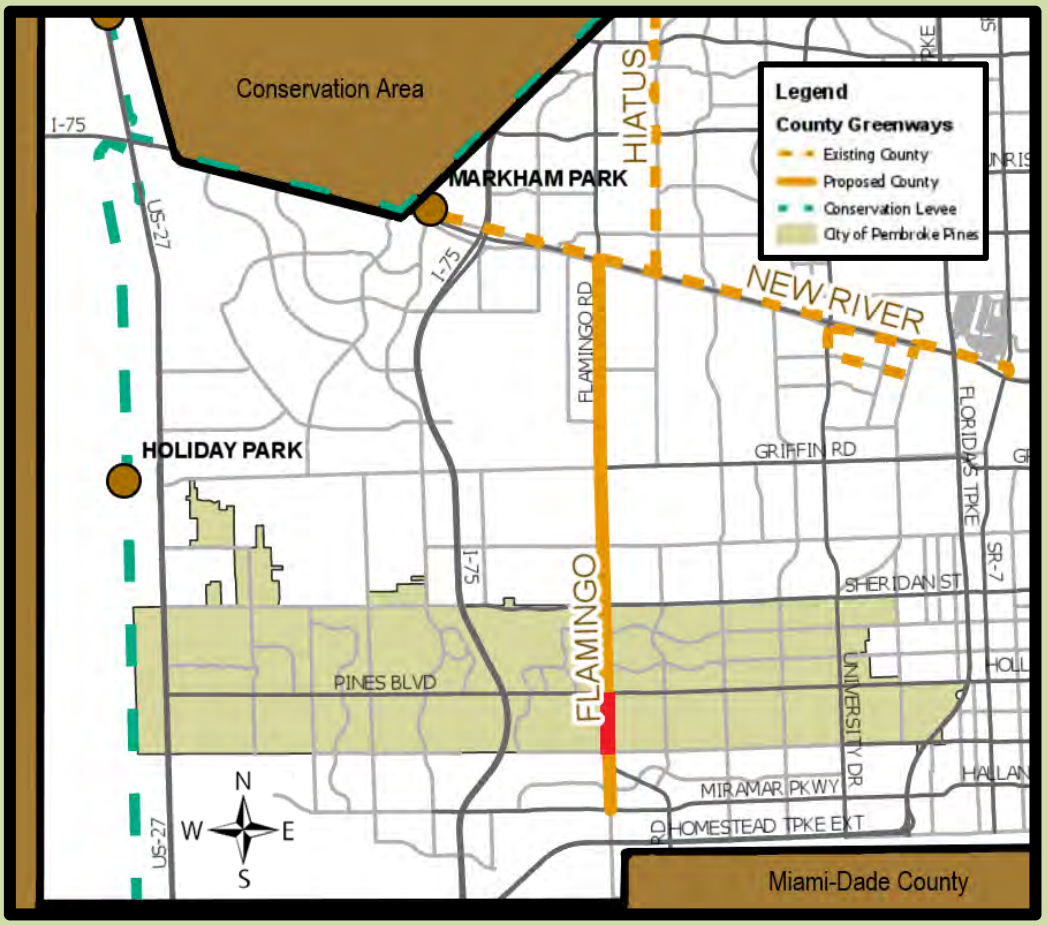
Greenways are shared-use paths that are separate from motor vehicle traffic. These shared-use paths provide low-stress environments for bicycling and walking and are frequently used by joggers, inline-skaters, dog walkers, children, and people with disabilities. In addition to providing recreation and transportation opportunities, greenways also improve communities by preserving and creating open spaces, encouraging physical fitness and healthy lifestyles, and preserving cultural and historically valuable areas.

For Questions Please Contact:
Nicholas Sofoul, AICP
Senior Transportation Planner
Broward County
Planning and Development
Management Div. (954) 357-6644
nsofoul@broward.org

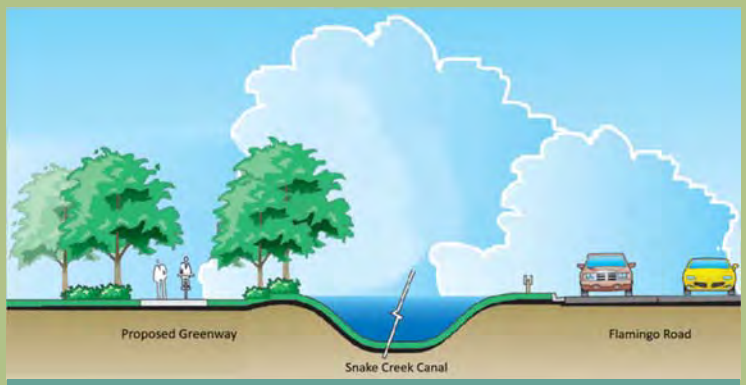
Flamingo Road Greenway

Location Map

Meeting Date: 10/27/2026 Item #3.



Flamingo Road Greenway



Typical Flamingo Greenway Cross-Section

Broward County's Greenways

In 2002, the Broward County Board of Commissioners adopted the Broward County Greenways System Masterplan. The Masterplan is a vision for over 350 miles of greenways to connect to the Atlantic Ocean, conservation lands, parks, recreation facilities, cultural and historic sites, schools, and areas of commerce. To date, Broward County has collaborated with stakeholders at Florida Department of Transportation, water management and drainage agencies, and municipalities to construct over 40 miles of greenways.

Connecting Broward's Western Communities

The proposed Flamingo Road Greenway was identified by the Broward County Board of County Commissioners as a Priority Greenway Corridor in the Greenways System Masterplan. When fully constructed, the Flamingo Road Greenway would provide a 9.3-mile connection between the existing New River Greenway south to the Broward / Miami-Dade County line. Broward County is proposing phase 1 of this project between Pembroke Road and Pines Boulevard. The proposed 1-mile greenway segment will provide connectivity to C.B. Smith Park.



Hiatus Greenway

Severyn, Josette

From: Stamm, Michael <mstamm@ppines.com>
Sent: Thursday, August 19, 2021 1:36 PM
To: Severyn, Josette
Subject: RE: Flamingo Greenway Draft ILA- Review

External Email Warning: This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's **email address** (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETSSecurity@broward.org.

Josette
Had a good meeting with century village. If you get a moment, can you call me to discuss some concerns?

MICHAEL STAMM JR.
Director, Planning and Economic Development Department
City of Pembroke Pines
954.392.2100 (Office)· mstamm@ppines.com
Consider the environment before printing this email.

From: Severyn, Josette [mailto:JSEVERYN@broward.org]
Sent: Wednesday, August 18, 2021 3:12 PM
To: Stamm, Michael <mstamm@ppines.com>
Subject: RE: Flamingo Greenway Draft ILA- Review

This sender is trusted.

[redacted]

[redacted]

[redacted]

Josette Severyn, AICP
Senior Mobility Planner
Phone: 954-357-9510
Cell: 954-295-0853
mapbroward.broward.org

MAP Broward
Mobility Advancement Program
Brought to you by the Penny For Transportation

From: Severyn, Josette
To: Stamm, Michael
Cc: Bucciero, William; Roblyer, Julia; Toro, Adriana; "Kennedy, Karl"
Subject: RE: Flamingo Greenway Draft ILA- Review
Date: Friday, September 17, 2021 10:55:45 AM
Attachments: 2021 Greenway Draft ILA - 9.17.2021.docx
2021 Greenway Draft ILA - 9.17.2021 Redline.docx
image001.png
image002.png
image003.png
image004.png
image005.png

Hi Mike,

Please find the updated ILA drafts attached for review. There is a clean version and a redlined version.

With regard to the questions brought up by Century Village, Julia has helped identify answers for you.

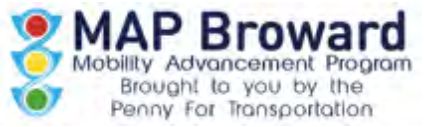
- Powerlines / Canal allowing for trees: There will be trees on both sides of the pathway. The trees will be sized appropriately to accommodate powerlines and canal access.
- Security - path as far away from their property as possible – yes
- Landscaping between their fence and the path – yes
- No lighting
- During construction, will the site be secured because they are worried about people entering their property - yes
- They want the brush landscaping cleaned up but are concerned about the security – any non-native landscaping removed will be replaced with native trees
- Will irrigation be installed – no, trees will be watered during the establishment period, and tree diapers will be used. Trees are under 1 year warranty.
- Will there be cameras for safety - no
- Timeline - how long will design take and how long will construction take? TBD

Please let me know if you have additional questions.

Thank you,

Josette

Josette Severyn, AICP
Senior Mobility Planner
Phone: 954-357-9510
Cell: 954-295-0853
mapbroward.broward.org





Click to join us on social media!

From: Stamm, Michael <mstamm@ppines.com>
Sent: Wednesday, September 15, 2021 3:24 PM
To: Severyn, Josette <JSEVERYN@broward.org>
Subject: FW: Flamingo Greenway Draft ILA- Review

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Preliminary comments

MICHAEL STAMM JR.
Director, Planning and Economic Development Department
City of Pembroke Pines
954.392.2100 (Office)· mstamm@ppines.com
Consider the environment before printing this email.

The City of Pembroke Pines is a public entity subject to Chapter 119 of the Florida statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

City of Pembroke Pines, FL

City of Pembroke Pines
Charles F. Dodge City Center
601 City Center Way
Pembroke Pines, FL 33025

Meeting Agenda

Wednesday, March 16, 2022

6:30 PM

6:30 PM Regular Commission Meeting. ADD1 was added to the Consent Agenda. Attachments 1 and 3 to Item #2 were revised. The updated 3/16/2022 agenda was republished online.

Commission Chambers

City Commission

Mayor Frank C. Ortis
Vice Mayor Thomas Good, Jr.
Commissioner Angelo Castillo
Commissioner Iris A. Siple
Commissioner Jay D. Schwartz

WELCOME TO YOUR CITY COMMISSION.

WE ARE PLEASED THAT YOU HAVE DEMONSTRATED AN INTEREST IN YOUR COMMUNITY BY ATTENDING A CITY COMMISSION MEETING. WE HOPE THAT YOU WILL ATTEND MORE OF THESE MEETINGS IN THE FUTURE.

COVID-19 OBSERVATIONS

THIS MEETING IS CONDUCTED IN PERSON IN THE COMMISSION CHAMBERS AT 601 CITY CENTER WAY, PEMBROKE PINES, FLORIDA 33025, AND DUE TO RECENT CHALLENGES PRESENTED BY THE COVID-19 WORLD-WIDE PANDEMIC, RECOMMENDED ADHERENCE TO THE HEALTH AND SAFETY GUIDELINES OF THE CENTERS FOR DISEASE CONTROL (CDC) WITH REGARD TO SANITIZING, SOCIAL DISTANCING AND FACE COVERINGS TO KEEP THE PUBLIC, COMMISSION, AND STAFF SAFE, IS OBSERVED AS MAY BE AMENDED AND MODIFIED FROM TIME TO TIME.

WHO ARE THE CITY COMMISSIONERS?

THEY ARE ELECTED OFFICIALS WHO ARE THE POLICY FORMULATORS FOR THE CITY. THEY FORMULATE THE LAWS THAT GOVERN OUR COMMUNITY ON A DAILY BASIS.

WHAT IS A CITY COMMISSION MEETING?

IT IS A FORMAL MEETING OF THE MEMBERS OF THE CITY COMMISSION TO TRANSACT CITY BUSINESS. THIS BUSINESS IS CONDUCTED IN A MANNER PRESCRIBED BY LAWS AND REGULATIONS WHICH REQUIRE CERTAIN FORMAL ACTIONS AND THE FOLLOWING OF SPECIFIED PROCEDURES.

WHAT IS THE AGENDA?

THE AGENDA IS A PREPARED SCHEDULE OF THE ITEMS BEING CONSIDERED BY THE CITY COMMISSION FOR ACTION. THE AGENDA AND EXPLANATORY MATERIAL ARE DELIVERED TO EACH CITY COMMISSIONER PRIOR TO EACH MEETING IN ORDER TO GIVE EACH MEMBER TIME TO STUDY.

CAN YOU SPEAK AT THE MEETING?

YES! ALL REGULAR CITY COMMISSION MEETINGS AND PUBLIC HEARINGS PROVIDE TIME FOR THE PUBLIC TO EXPRESS THEIR VIEWS CONCERNING ITEMS ON THE AGENDA.

THE CITY ALSO HAS A PROCEDURAL ORDINANCE FOR CONDUCTING CITY COMMISSION MEETINGS WHICH ALLOWS A TIME AT THE REGULARLY SCHEDULED COMMISSION MEETING FOR ANYONE FROM THE PUBLIC TO EXPRESS THEIR VIEWS ON ANY TOPIC.

TELEVISED

THE PUBLIC CAN LISTEN TO AND VIEW COMMISSION MEETINGS ON TELEVISION AT:
COMCAST CHANNEL 78, AND
AT&T U-VERSE CHANNEL 99.

WEBSITE ACCESS TO LIVESTREAM:

Online at https://www.ppines.com/135/Watch-Meeting---Live-Stream
Live Stream of the Commission Meeting can also be viewed on Youtube at www.youtube.com.

VIEW AGENDAS:

Agendas may be viewed at https://ppines.legistar.com/Calendar.aspx

ACCOMMODATIONS:

IF ANY MEMBER OF THE PUBLIC REQUIRES ADDITIONAL INFORMATION ABOUT THIS CITY COMMISSION MEETING, PLEASE CONTACT:

MARLENE D. GRAHAM, CITY CLERK
CITY OF PEMBROKE PINES
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025
954-450-1060
MGRAHAM@PPINES.COM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING 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 TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

FURTHER INFORMATION

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE SHOULD CONTACT THE CITY CLERK, 450-1050 AT LEAST 48 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATION. IF ANYONE REQUIRES AUXILIARY AIDS FOR COMMUNICATION PLEASE CALL THE CITY CLERK AT LEAST THREE WORKING DAYS PRIOR TO ANY MEETING AT 954-450-1060.

THANK YOU.

WE THANK YOU FOR YOUR INTEREST IN ATTENDING THE CITY COMMISSION MEETING AND HOPE YOU WILL JOIN US AGAIN. IF YOU HAVE QUESTIONS OR DESIRE FURTHER EXPLANATIONS, PLEASE CONTACT THE CITY MANAGER AT 954-450-1040.

6:30 PM REGULAR MEETING CALLED TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS:

PRE-1 22-0201 PRESENTATION NO. 1: RECOGNITION OF THE PEMBROKE LAKES ELEMENTARY SCHOOL STUDENT LEADERSHIP COUNCIL AND THEIR TEACHER JOHN SERDENAS.

Sponsors: Siple

PRE-2 22-0200 PRESENTATION NO. 2: MAYOR ORTIS WILL PRESENT A PROCLAMATION RECOGNIZING MARCH 2022 AS WOMEN'S HISTORY MONTH IN THE CITY OF PEMBROKE PINES.

Sponsors: Siple

PRE-3 22-0189 PRESENTATION NO. 3: MAYOR ORTIS WILL PRESENT A PROCLAMATION TO THE PEMBROKE PINES QUILTING GUILD RECOGNIZING MARCH 19, 2022 AS NATIONAL QUILTING DAY AND MARCH 2022 AS NATIONAL QUILTING MONTH IN THE CITY OF PEMBROKE PINES.

Sponsors: Frank C. Ortis

PRE-4 22-0198 PRESENTATION NO. 4: MAYOR ORTIS WILL READ A PROCLAMATION IN SUPPORT OF THE LEADERS AND PEOPLE OF UKRAINE AS THEY DEFEND AGAINST RUSSIA'S MASSIVE MILITARY ATTACK ON THEIR SOVEREIGN NATION.

Sponsors: Frank C. Ortis

ANNOUNCEMENT OF ITEMS TO BE PULLED FROM AGENDA

COMMISSION AUDITOR REPORT:

APPEALS OF BOARD OF ADJUSTMENT DECISIONS:

ITEMS AT THE REQUEST OF THE PUBLIC

ANNOUNCEMENT OF BOARD AND COMMITTEE APPOINTMENTS

CONSENT AGENDA:

1. **22-0107** MOTION TO ACCEPT THE LICENSE PLATE READER MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF PEMBROKE PINES AND THE U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION (DEA).

Sponsors: Police

Attachments: 1. National License Plate Reader Data Sharing MOU

2. **22-0117** MOTION TO APPROVE THE PURCHASE OF (16) SIXTEEN FUEL MASTER SYSTEM HEAD UNITS AND RELATED SERVICES IN THE AMOUNT NOT TO EXCEED $138,079.26, FROM SYN-TECH SYSTEMS, INC. UTILIZING PRICING ESTABLISHED FROM SOURCEWELL CONTRACT # 022217-SYS, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

Sponsors: Purchasing

Attachments: 1. Syn-tech Systems Inc. Agreement - Fuel master Systems (Sourcewell piggyba

2. Exhibit A - Syn-Tech Systems, Inc. (RFP, Agreement, Renewal)

3. Exhibit B - Syn-Tech Systems, Inc. Quote

4. FMLive Brochure

3. **22-0183** MOTION TO APPROVE THE NEGOTIATED AGREEMENT WITH METRIC ENGINEERING, INC. PURSUANT TO THE AWARD OF RFQ # PSEN-21-02 "TRANSPORTATION MASTER PLAN," IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANTS COMPETITIVE NEGOTIATIONS ACT (CCNA), FOR AN AMOUNT NOT TO EXCEED $221,972.85.

Sponsors: Engineering Division

Attachments: 1. Metric Engineering, Inc. - PSEN-21-02 (VENDOR EXECUTED)

2. Exhibit A - RFQ # PSEN-21-02 Transportation Master Plan

3. Exhibit B - Vendor Proposal

4. 03-02-22 Commission Approval

4. **22-0186** MOTION TO APPROVE AMENDMENT 001 BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY,

INC., AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER. THE PURPOSE OF THIS AMENDMENT IS TO DECREASE CONTRACT JL021-10-2022 IN THE AMOUNT OF $5,100 TO CHANGE THE TOTAL CONTRACT FUNDING FROM $231,155 TO $226,055.

Sponsors: Community Services Director

Attachments: 1. SWFP JL021-10-2022 001.pdf

5. **22-0190** MOTION TO RATIFY THE CITY MANAGER'S APPROVAL TO PURCHASE (1) ONE 2022 DODGE CHARGER AWD FOR THE FIRE DEPARTMENT FROM GARBER CHRYSLER DOGE TRUCK, INC. IN THE AMOUNT NOT TO EXCEED $34,976, UTILIZING THE FLORIDA SHERIFFS ASSOCIATION'S (FSA) BID # FSA20-VEL28, PURSUANT TO SECTIONS 35.18(C)(1) AND 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

Sponsors: Fire

Attachments: 1. Garber Quote

6. **22-0191** MOTION TO APPROVE THE PURCHASE OF TWENTY (20) POWER-90 TURNING TARGET UNITS FOR THE PEMBROKE PINES POLICE TRAINING FACILITY SHOOTING RANGE FROM ACTION TARGET, INC, UTILIZING PRICING ESTABLISHED BY THE UNITED STATES GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT NUMBER # GS07F0482Y, IN THE AMOUNT NOT TO EXCEED $119,754.58, PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

Sponsors: Police

Attachments: 1. Action Target Quotation Number 131483, GSA Contract #GS07F0482Y

2. Technical Data Sheet Power 90

3. GSA Contract #GS07F0482Y

7. **22-0193** MOTION TO APPROVE THE PURCHASE AND DELIVERY OF GASOLINE AND DIESEL FUEL ON AN AS-NEEDED BASIS FROM PORT CONSOLIDATED, INC. UTILIZING PRICING ESTABLISHED BY THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING GROUP (CO-OP) CONTRACT NO. 1356 WITH PRICING BASED ON THE OPIS

FUEL INDEX COST AT THE TIME OF DELIVERY EFFECTIVE MARCH 15, 2022 THROUGH MARCH 14, 2027, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

Sponsors: Public Services

Attachments: 1. City of Pompano Beach Unleaded Gasoline & Diesel Fuel Contract No. 1356

2. Contract Performance Report Card

8. **22-0197** MOTION TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND BROWARD COUNTY FOR THE CONSTRUCTION AND MAINTENANCE OF THE FLAMINGO ROAD GREENWAY PROJECT

Sponsors: Parks and Recreation Director and Sorensen

Attachments: 1. 2021 Flamingo Road Greenway ILA

2. Exhibit A - Scope of Services - ILA

3. Exhibit B - Location Map

4. Flamingo Road Greenway Flyer

9. **22-0174** MOTION TO APPROVE REQUEST TO ADVERTISE SOLICITATION(S):

(A) AD-22-02 "SERVING LINE RENOVATION FOR VARIOUS CHARTER SCHOOLS"

(B) PSPW-22-04 "EAST CAMPUS ADMINISTRATION BUILDING HVAC REPLACEMENT AND ARCHITECTURAL RENOVATION"

Sponsors: Purchasing

Attachments: 1. A. AD-22-02 Serving Line Renovation for Various Charter Schools

2. B. PSPW-22-04 East Campus Administration Building HVAC Replacement an

3. C. Boiler Plate

10. **22-0195** MOTION TO APPROVE THE PURCHASE OF (2) TWO 2022 CHEVROLET COLORADOS FROM DUVAL CHEVROLET AT A COST OF $27,987 EACH, FOR A TOTAL AMOUNT NOT TO EXCEED $55,974, UTILIZING THE FLORIDA SHERIFFS ASSOCIATION'S (FSA) BID # FSA20-VEL28.0, PURSUANT TO SECTION 35.18(C)(8) OF THE CITY'S CODE OF ORDINANCES.

Sponsors: Public Services

Attachments: 1. Duval Chevrolet Quote

11. **22-0196** MOTION TO RATIFY THE FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE FOR OM SAKTHI TRUST.

Sponsors: Planning and Economic Development Department

Attachments: 1. First Amendment to PSA (OM Sakthi Trust)
2. Agreement for Purchase and Sale (OM Sakthi Trust)-E
3. Sketch and Legal
4. Preliminary Plan (Wetlands and Conservation)
5. Location Map (OM Sakthi Trust)
6. Agenda Request Form (OM Sakthi Trust)

12. **22-0203** MOTION TO APPROVE THE MINUTES OF THE REGULAR COMMISSION MEETING ON WEDNESDAY, MARCH 2, 2022.

Sponsors: City Clerk

Attachments: 1. 03-02-2022 Commission Meeting Minutes

ADD-1 **22-0208** ADDENDUM ITEM #1: MOTION TO APPROVE REQUEST TO ADVERTISE RFQ # PSEN-22-01 "CCNA CONTINUING SERVICES FOR TRANSPORTATION AND GENERAL CIVIL ENGINEERING PROJECTS."

Sponsors: Purchasing and Engineering Division

Attachments: 1. PSEN-22-01 CCNA Continuing Services for Transportation and General Civil
2. Boiler Plate

QUASI JUDICIAL CONSENT AGENDA:

ORDINANCES AND RESOLUTIONS:

SECOND READING ORDINANCES:

13. **2021-21** MOTION TO PASS AND ADOPT, AS AN EMERGENCY, PROPOSED ORDINANCE 2021-21 ON FIRST AND SECOND READING.

PROPOSED ORDINANCE 2021-21 IS AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PEMBROKE

PINES, FLORIDA PROVIDING FOR THE RE-CREATION AND RE-ESTABLISHMENT OF THE GEOGRAPHIC BOUNDARIES FOR FOUR (4) ELECTION DISTRICTS IN THE CITY OF PEMBROKE PINES IN ACCORDANCE WITH SECTION 3.02 OF THE CITY CHARTER; PROVIDING FOR FINDINGS AND CONCLUSIONS OF THE CITY COMMISSION; PROVIDING FOR THE IMPLEMENTATION OF REVISED ELECTION DISTRICTS TO BE EFFECTIVE FOR THE ELECTIONS HELD IN THE CITY OF PEMBROKE PINES, FLORIDA, FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE, AND THEREAFTER; PROVIDING A FORM OF REQUEST TO THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY, FLORIDA, TO IMPLEMENT THE REVISED PLAN ESTABLISHED PURSUANT TO THIS RE-DISTRICTING ORDINANCE AND TO CREATE FUNCTIONAL DISTRICTS CONSISTENT WITH THE IDENTIFICATION OF GEOGRAPHIC BOUNDARIES FOR ELECTION DISTRICTS; PROVIDING FOR THE ATTACHMENT OF ELECTION DISTRICT MAPS, CHARTS, STREET ADDRESSES, AND GRAPHIC DESCRIPTIONS, WHICH SHALL BE ATTACHED TO AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR AUTHORIZATION AND DIRECTION TO THE CITY ADMINISTRATION TO IMPLEMENT THE TERMS, CONDITIONS, AND PROVISIONS OF THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Planning and Economic Development Department

Attachments:
1. Proposed Ordinance 2021-21 - 2021 Commission District Map (Existing Mar
2. Proposed Ordinance 2021-21 - 2021 Commission District Map (Revised Mar
3. Current City Commission District Map
4. Alternate 1
5. Alternate 2
6. Alternate 3
7. Excerpt of City Charter 3.02

14. **2021-27** MOTION TO ADOPT PROPOSED ORDINANCE 2021-27 ON SECOND AND FINAL READING.

PROPOSED ORDINANCE 2021-27 IS AN ORDINANCE OF THE CITY OF PEMBROKE PINES, FLORIDA AMENDING CHAPTER 120, ENTITLED "OTHER BUSINESSES," BY SPECIFICALLY AMENDING SECTION 120.02, ENTITLED "PERSONAL PROFESSION OR OCCUPATION" TO COMPLY WITH THE PROVISIONS OF SECTION 559.955, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: City Clerk

Attachments:
1. Ord 2021-27 (Home Based Business)(12-20-21) (00464902-4xC4B6A)
2. 2021-131 Memo - HB 403 - Home-Based Businesses- Local Government Res
3. House Bill 403 (2021) - The Florida Senate-Home-based Businesses
4. House Bill CS-403 Engrossed 1 FL House
5. 2022-024 Memo - Proposed Ordinance 2021-027- Home-Based Businesses (

FIRST READING ORDINANCES:

RESOLUTIONS:

REGULAR AGENDA:

15. **22-0202** DISCUSSION AND POSSIBLE ACTION TO APPROVE THE INFORMATION TO BE DISTRIBUTED TO THE CITY RESIDENTS REGARDING THE USE OF BLUE CARTS FOR THE CITY'S RESIDENTIAL WASTE COLLECTION PROGRAM, INCLUDING THE INFORMATION TO BE DISPLAYED ON THE CITY'S WEBSITE AND CITY CONNECT, SOCIAL MEDIA AND LETTER TO HOAS.

Sponsors: Public Services

Attachments:
1. Draft Detailed Communication to Residents Regarding Blue Carts
2. Blue Cart Decal

REPORTS OF LEAGUE REPRESENTATIVES

REPORTS OF THE CITY MANAGER AND CITY ATTORNEY

COMMISSION ITEMS:

16. **22-0192** COMMISSIONER CASTILLO - ITEM 1: DISCUSSION AND POSSIBLE ACTION REGARDING STATUS OF GATE

INSTALLATION ON NW 4TH STREET BETWEEN 202 AND 208TH AVENUES PER COMMISSION DIRECTION.

Sponsors: Castillo

17. **22-0194** VICE MAYOR GOOD - ITEM 1: THE CITY OF PEMBROKE PINES, AND I, HAVE SUPPORTED THE ACTIVITIES AND ENGAGEMENT OF THE ORGANIZATION KNOWN AS 'FATHER'S M.I.A, INC. FOR A PERIOD OF YEARS. THE ORGANIZATION IS A FLORIDA NON-PROFIT CORPORATION WHOSE PURPOSE IS TO BECOME THE BRIDGE THAT WILL FACILITATE THE RECONCILIATION BETWEEN THE FATHERS, CHILDREN, AND FAMILIES IN OUR SOUTH FLORIDA COMMUNITY, AND IN BROWARD COUNTY IN PARTICULAR. THE FOUNDERS OF THIS ORGANIZATION BELIEVE THAT THE FATHER OF A FAMILY, IS THE FOUNDATION OF THE HOME, AND IF THAT FOUNDATION IS BROKEN, THEN THE BUILDING IS AT RISK, INCLUDING THE AFFECTED CHILDREN FROM THOSE HOMES AND HOUSEHOLDS WHERE THIS OCCURS IN OUR SOCIETY. THE PURPOSE AND PASSION FOR THIS ORGANIZATION IS TO MOVE FATHERS FROM MISSING IN ACTION… TO MOTIVATED, INVOLVED AND ACTIVE.

BASED ON THE FOREGOING, AND THE ATTACHED INFORMATION BROCHURE, VICE MAYOR GOOD WILL MOVE TO REQUEST THAT THE CITY COMMISSION OF PEMBROKE PINES CONTINUE TO PUBLICLY SUPPORT THIS ORGANIZATION, AND TO PARTICIPATE, AS APPROPRIATE, IN THE SPRING GALA, 2022, SET TO OCCUR ON APRIL 2, 2022 AT THE CHARLES F. DODGE CENTER.

Sponsors: Good Jr.

Attachments: 1. Agenda Attachment - FATHERS MIA GALA SPONSORSHIP DECK 2022

NEW BUSINESS:

OLD BUSINESS:

ADJOURN - 11:30 P.M.

CITY OF PEMBROKE PINES

Marlene D. Graham, CMC
City Clerk

City of Pembroke Pines, FL

Pembroke Pines, FL 33025
www.ppines.com

Legislation Text

File #: 22-0197, **Version:** 1

MOTION TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND BROWARD COUNTY FOR THE CONSTRUCTION AND MAINTENANCE OF THE FLAMINGO ROAD GREENWAY PROJECT

SUMMARY EXPLANATION AND BACKGROUND:

1. Greenways are shared-use paths separated from motor vehicle traffic that provide low-stress environments for walking, bicycling, jogging, inline-skating, and dog walking. Greenways improve communities by providing alternative means of transportation, encouraging physical fitness and outdoor recreation, and preserving and creating cultural/historical value.

2. In 2002, the Broward County Board of County Commissioners adopted the Greenways System Master Plan. The Master Plan's vision is to connect the Atlantic Ocean, conservation lands, parks, recreational facilities, cultural and historical sites, schools, and commerce areas by constructing more than 350 miles of greenways. To date, Broward County has collaborated with stakeholders at Florida Department of Transportation, water management agencies and municipalities to construct more than 40 miles of greenways. The Master Plan identified the proposed Flamingo Road Greenway as a Priority Greenway Corridor. When fully constructed, it would provide a 9.3-mile connection from the existing New River Greenway along Interstate 595 south to the Broward/Miami-Dade County line. The Flamingo Road Greenway runs through the Town of Davie, the Town of Southwest Ranches, Cooper City, Pembroke Pines and Miramar.

3. The Pembroke Pines portion of the Flamingo Road Greenway project was first presented to the City Commission in 2007 as part of a County-wide Interlocal Agreement for the entire 9.3 mile Flamingo Road Greenway Corridor. The Pembroke Pines portion of the corridor runs along Flamingo Road from Pembroke Road north to Sheridan Street. In 2008 the Commission initially objected to the project as the path along Flamingo did not extend adjacent to C.B. Smith Park and instead required patrons to cross over and utilize existing sidewalks on the east side of Flamingo to connect the two paths. On November 19, 2008, the City Commission approved the agreement as the County revised the plan. The new plan would have the construction start in 2011 and be completed in 2012. The project would utilize the sidewalks on the east side of Flamingo Road between Pines Boulevard and Taft Street until 2011-2012. In 2011-2012, the Florida Department of Transportation would begin construction of sidewalks along the west side of Flamingo Road between Pines Blvd and Taft Street connecting the two paths on the west side of Flamingo. After the Commission approved the agreement the County never executed the ILA explaining that they could not get all City's that are part of the Flamingo Road Greenway Corridor to execute the ILA to move the project forward.

4. In 2018, the County approached the City again about moving forward with the Pembroke Pines portion of the Flamingo Road Greenway project. This time the County is not proposing a County-

wide Interlocal Agreement for the entire 9.3 Flamingo Road Greenway Connection. Instead they are engaging each city separately for their respective portion of the project.

5. On November 8, 2018, the County formally presented the project at a Joint Mobility Workshop and Joint Advisory Board Meeting in the City Commission Chambers. Attendees included the public, members of the City Commission, and members of the Planning & Zoning Board, the Board of Adjustment, the Environmental Advisory Board and the Economic Development Board.

6. Broward County has received a grant from the State of Florida Department of Environmental Protection Florida Recreational Trails Program for the Flamingo Road Greenway Project. Broward County is going to utilize the grant to construct phase 1 of the Pembroke Pines portion of the project, a 1-mile greenway segment on the west side of Flamingo Road between Pembroke Road and Pines Boulevard. The path will run along the west side of the Snake River Canal and east of the Century Village property line. The greenway segment will include an 8 to12-foot-wide path, splitter islands, landscaping, and amenities every half-mile including trash receptacles, bike racks and benches. The remainder of the greenway segment within Pembroke Pines is to be constructed in a subsequent project phase would be from Taft Street to Sheridan Street. The two phases will connect the existing sidewalk along the west side of Flamingo Road between Pines Boulevard and Taft Street that was constructed by the Florida Department of Transportation in 2012.

7. In addition to the outreach provided at the Joint Mobility Workshop, staff presented the proposed greenway project to Century Village on August 19th and August 23rd. The Century Village Board has given their verbal approval of the project.

8. City staff also engaged the Police Department to provide a Crime Prevention Through Environmental Design (CPTED) analysis for consideration prior to construction of the project. The City will consider the recommendations provided by the Police Department when finalizing the design with the County if the Interlocal Agreement is approved.

9. The Interlocal Agreement calls for the County to pay 100% of the construction costs which are estimated at $2,900,000 for both phases. Upon completion of the project, the County shall transfer the improvements to the City and the City shall be solely responsible for all costs associated with the maintenance and repair of the Greenways and any future improvements.

10. City staff estimates the cost to maintain both phase one and phase two of the Flamingo Road Greenway to be $40,000 annually.

11. The Recreation and Cultural Arts Department, the Planning and Economic Development Department, and the Engineering Division recommends supporting this project.

12. The proposed Flamingo Road Greenway Project is consistent with goals, objectives and policies in the City's Comprehensive Plan, specifically the Recreation and Open Space element.

13. The City anticipates this proposed greenway system will connect to other multi-modal means of transportation being proposed by local and state agencies.

14. Request Commission approve the Interlocal Agreement between the City of Pembroke Pines and Broward County for the Construction and Maintenance of the Flamingo Road Greenway Project.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: The County will pay 100% of the initial construction cost
b) Amount budgeted for this item in Account No: Not Applicable
c) Source of funding for difference, if not fully budgeted: Not Applicable
d) 5 year projection of the operational cost of the project: Upon completion of the project. The County will transfer the Greenway to the City. The estimated cost to maintain the greenway on an annual basis is $40,000.
e) Detail of additional staff requirements: Not Applicable

EXHIBIT A

SCOPE OF SERVICES

The 2.5-mile Flamingo Greenway segment from Pembroke Road to Sheridan Street will be a shared-use path separated from motor vehicle traffic that will provide a low-stress environment for walking, bicycling, jogging, inline-skating, and dog walking. It will improve the community by providing alternative means of transportation, encouraging physical fitness and outdoor recreation, and preserving and creating cultural/historical value.

The Flamingo Greenway segment is part of the Greenways System Masterplan adopted by the Broward County Board of County Commissioners to connect the Atlantic Ocean, conservation lands, parks, recreational facilities, cultural and historical sites, schools, and commerce areas. The Greenways System Masterplan includes more than 350 miles of greenways. The Masterplan identified the Flamingo Road Greenway as a Priority Greenway Corridor. When fully constructed, it will provide a 9.3-mile connection from the existing New River Greenway south to the Broward/Miami-Dade County line.

Phase 1 of this project is a 2.5-mile greenway segment in Pembroke Pines on the west side of Flamingo Road between Pembroke Road and Sheridan Street. The greenway segment will include an 8-12-foot-wide path, splitter islands, landscaping, signage, and amenities approximately every 0.5 miles including trash receptacles, bike racks and covered benches. Landscaping will be limited to trees that are within applicable Broward County and City laws and governing standards and approved by the City and the County. One segment from Pines Boulevard to Taft Street, which coincides with the limits of C.B. Smith Park, will utilize existing sidewalk due to spatial constraints.

EXHIBIT B

PROPOSED FLAMINGO GREENWAY ALIGNMENT



Legend

- Existing Sidewalk to Remain
- Proposed Flamingo Greenway Path
- Amenities (Trash Receptacle, Bike Rack, Covered Bench)

0 0.1 0.2 0.4 0.6 Miles

AGREEMENT
between
BROWARD COUNTY
and
CITY OF PEMBROKE PINES
for
CONSTRUCTION AND MAINTENANCE OF
FLAMINGO-HIATUS RD. GREENWAY

This is an Interlocal Agreement ("Agreement") by and between Broward County, a political subdivision of the State of Florida, ("County"), and City of Pembroke Pines, a municipal corporation located in Broward County, Florida ("City").

RECITALS

A. County has adopted an amendment to the Broward County Comprehensive Plan to incorporate the conceptual greenways system plan.

B. The greenways Conceptual Master Plan provides for over three hundred seventy (370) miles of regional greenways, land trails and water trails.

C. As part of the implementation of a County Greenways Master Plan, County is willing to construct greenways within the City, including benches, shelters and related improvements, consistent with the alignment provided and conceptually based on the plans to be approved by County and City ("Greenways").

D. The Greenways will be located on property that is the joint jurisdiction of the Florida Department of Transportation, the South Broward Drainage District and Broward County ("FDOT, District and County"), or as otherwise agreed by City and County in writing.

E. Upon completion of the Greenways, City is willing to maintain the Greenways.

F. It is of mutual benefit to the residents of County and City to construct and maintain the Greenways as provided for herein.

NOW, THEREFORE, County and City agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

1.1 **Board** means the Board of County Commissioners of County.

1.2 **Contract Administrator** means the Broward County Administrator, or such other person designated by same in writing or authorized to administer this Agreement.

1.3 **Grant Agreement** means that certain Recreational Trails Program Grant, standard grant agreement number T1935, by and between County and the Department of Environmental Protection of the State of Florida.

1.4 **Project** means the services described in Article 2.

ARTICLE 2. SCOPE OF SERVICES

2.1 Grant Requirements. This Project is conditioned upon, and the funding for this Project is being provided pursuant to, the Grant Agreement. Notwithstanding anything in this Agreement, County and City shall participate in the installation and maintenance of the Greenways in compliance with the Grant Agreement.

2.2 County shall:

2.2.1 Prepare, or cause to be prepared, plans for the installation of the Greenways and related improvements ("Plans") in accordance with Greenways Design, including the Proposed Flamingo Greenway Alignment and Proposed Amenities, attached hereto as Exhibit B ("Proposed Flamingo Greenway Alignment"). The Greenways Design is subject to the approval of City.

2.2.2 Apply for and obtain any permit(s) from the applicable permitting agencies for installation of the Greenways. County's installation of the Greenways is contingent upon receipt of a permit from FDOT, District and County. If County is unable to obtain the permit from the FDOT and District, or any other required permit, County shall notify City pursuant to the Notice provisions set forth herein and this Agreement shall terminate.

2.2.3 Install or cause to be installed the Greenways and related improvements in accordance with the Plans and permit(s). The installation, design and location of any signage, benches and shelters shall be subject to the City's Code of Ordinances, as may be amended from time to time, as well as any other existing agreements between the City and third parties.

2.2.4 Following completion of the Greenways, convey the landscaping, benches, signage, shelters and other improvements to City via Bill of Sale, the form of which is attached hereto as Exhibit C.

2.3 City shall:

2.3.1 Maintain or cause to be maintained the Greenways. As part of such maintenance responsibility, City shall keep in good repair and shall replace defective or worn-out improvements. The Greenways shall be maintained in good condition and in accordance with any maintenance requirements of the County, FDOT and District.

2.3.2 City agrees that any repair and replacements of improvements shall conform to the design plans and specifications set forth herein.

2.3.3 City may replace plant material with plants on the County's approved plant list.

ARTICLE 3. COSTS

3.1 County shall be solely responsible for all costs associated with the installation of the Greenways and the improvements provided for in the Plans. The estimated Cost of Construction ("COC") of the Greenways and improvements is Two Million and Nine Hundred Thousand and 00/100 Dollars ($2,900,000).

3.2 Upon transfer of the improvements to the City, City shall be solely responsible for all costs associated with the maintenance and repair of the Greenways and their improvements.

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by both parties and shall terminate only as provided for by this Agreement.

4.2 Termination for Cause. This Agreement may be terminated for cause by County, through action of the Board, or City, upon thirty (30) days' written notice given by the terminating party to the other party setting forth the breach. If City or County corrects the breach within thirty (30) days after written notice of same to the satisfaction of the terminating party, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, the terminating party may terminate the Agreement. Termination of this Agreement for cause shall include, but not limited to, failure of the City to maintain the Greenways pursuant to the terms of this Agreement, failure of a party to suitably perform the services required by Article 2 herein, or failure of a part to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.

4.3 Termination Fee. In the event the City elects to terminate this Agreement within twenty-five (25) years from the date the Greenways have been transferred to City pursuant to Section 2.2.4, or if County elects to terminate this Agreement for cause within the foregoing twenty-five (25) year term City shall pay County an amount which shall be calculated utilizing the following formula:

$$Termination\ Amount = COC - (\frac{COC}{25} * YM)$$

COC means the estimated Cost of Construction, as set forth in section 3.1
YM means the number of years maintained by City

ARTICLE 5. IMMUNITY AND INDEMNIFICATION

5.1 Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

5.2 In the event that County contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

5.2.1 Indemnification: County's Contractor shall indemnify and hold harmless 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 County's Contractor and persons employed or utilized by County's Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require County's Contractor to indemnify City, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against City by reason of any such claim or demand, County's Contractor shall, upon written notice from City, resists and defend such action or proceeding by counsel satisfactory to City.

5.2.2 The indemnification provided above shall obligate County's Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description covered by Section 5.2.1 above which may be brought against City whether performed by County's Contractor, or persons employed or utilized by County's Contractor.

5.3 In the event that City contracts with a third party to provide the services set forth herein and addressed above, any contract with such third party shall include the following provisions:

5.3.1 Indemnification: City's Contractor shall indemnify and hold harmless County, 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 City's Contractor and persons employed or utilized by City's Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require City's Contractor to indemnify County, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. If any action or proceeding is brought against County by reason of any such claim or demand, City's Contractor shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County.

5.3.2 The indemnification provided above shall obligate City's Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at County's option, any and all claims of liability and all suits and actions of every name and description covered by Section 5. 3.1 above which may be brought against County whether performed by City's Contractor, or persons employed or utilized by City's Contractor.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability

coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a subcontractor to provide any of the services set forth herein, City shall require that each subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the services provided by that subcontractor. City must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any subcontractor to provide services until the insurance requirements of the subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such subcontractors.

6.5 County reserves the right to review any and all insurance policies, and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

6.6 Coverage is not to cease and is to remain in full force and effect until all performance required is completed.

ARTICLE 7. NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

COUNTY: Adriana Toro, Acting Director
Highway and Bridge Maintenance Division
1600 Blount Rd
Pompano Beach, FL 33069

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 Civic Center Way
Pembroke Pines, FL 33025
Telephone No. (954) 450-1040
Facsimile No. (954)437-1149

COPY TO: Samuel S. Goren, City Attorney
Gore, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone No. (954) 771-4500
Facsimile No. (954)770-4923

ARTICLE 8. MISCELLANEOUS

8.1 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the services to be provided by City pursuant to this Agreement. City shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination for this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to City's records, City shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by City. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

8.2 Equal Employment Opportunity Compliance. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement. County and City shall not unlawfully discriminate against any person in its operations and activities in fulfilling its obligations under this Agreement. County and City shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, County and City shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

8.3 Compliance with Laws. Parties must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

8.4 Third Party Beneficiaries. City and County do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.5 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party; however, County and City may subcontract any portion of the work required by this Agreement under the terms of this Agreement. County and City represent that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to the parties' satisfaction. County and City shall perform their duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of performance and all interim and final product(s) provided shall be comparable to the best local and national standards.

8.6 Materiality and Waiver of Breach. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of provision or modification of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be modification of terms of this Agreement.

8.7 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.8 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or City elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.9 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.10 Priority of Provisions. If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision contained in Article 1 through 8 of this Agreement shall prevail and be given effect.

8.11 Recording. This Agreement shall be recorded in the public records of Broward County, Florida, and shall be binding upon the successors and assigns of County and City.

8.12 Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

8.13 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

8.14 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are no contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 8.12 above.

8.15 Incorporation by Reference. The truth and accuracy of each recital clause set forth above is acknowledged by the parties. The attached exhibits are incorporated into and made a part of this Agreement.

8.16 Electronic Execution and Multiple Originals. This Agreement may be executed electronically in two or more counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

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AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PEMBROKE PINES FOR CONSTRUCTION AND MAINTENANCE OF FLAMINGO-HIATUS RD. GREENWAY

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor and Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 2021, and the CITY, signing by and through its _____, duly authorized to execute same.

ATTEST:

_____
County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

COUNTY
BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS
By_____
Mayor

_____ day of _____, 2021

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By_____
Assistant County Attorney

_____ day of _____, 2021

By_____
Deputy County Attorney

_____ day of _____, 2021

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PEMBROKE PINES FOR CONSTRUCTION AND MAINTENANCE OF FLAMINGO-HIATUS RD. GREENWAY

CITY

WITNESSES:

_____

_____

ATTEST:

_____

CITY OF PEMBROKE PINES

BY_____
Mayor- Commissioner

By_____
City Manager

_____ day of _____, 2021

APPROVED AS TO FORM:
By_____
City Attorney

_____ day of _____, 2021

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

GREENWAYS DESIGN

EXHIBIT C

BILL OF SALE

KNOW ALL BY THESE PRESENTS:

THAT Broward County ("County"), for and in consideration of the sum of One Dollar ($1.00) in lawful money (and other good and valuable considerations) to it paid by The City of Pembroke Pines ("City"), the receipt and sufficiency of which is hereby acknowledged by it, hereby quitclaims and delivers unto the City, its successors and assigns, those certain goods and chattels located on the property more particularly described on the attached Exhibit A-1.

TO HAVE AND TO HOLD the same unto the City, its successors and assigns forever.

County does not hereby make any warranty with respect to its ownership of the goods hereby conveyed.

IN WITNESS WHEREOF, this instrument is made and executed by BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20__.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

_____

By_____
Mayor

County Administrator and

_____

Ex-Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

_____ day of _____, 20__

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By_____
Assistant County Attorney

_____ day of _____, 20__

By_____
Deputy County Attorney
_____ day of _____, 2021

City of Pembroke Pines, FL

City of Pembroke Pines
Charles F. Dodge City Center
601 City Center Way
Pembroke Pines, FL 33025

Meeting Minutes

Wednesday, March 16, 2022

6:30 PM

6:30 PM Regular Commission Meeting. ADD1 was added to the Consent Agenda. Attachments 1 and 3 to Item #2 were revised. The updated 3/16/2022 agenda was republished online.

Commission Chambers

City Commission

Mayor Frank C. Ortis
Vice Mayor Thomas Good, Jr.
Commissioner Angelo Castillo
Commissioner Iris A. Siple
Commissioner Jay D. Schwartz

6:30 PM REGULAR MEETING CALLED TO ORDER

ROLL CALL

Present 2 - Mayor Frank Ortis, and Commissioner Thomas Good Jr.

Also present: City Manager Charles Dodge, City Attorney Samuel Goren, and City Clerk Marlene Graham.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Ortis.

PRESENTATIONS:

PRE-1 22-0201 PRESENTATION NO. 1: RECOGNITION OF THE PEMBROKE LAKES ELEMENTARY SCHOOL STUDENT LEADERSHIP COUNCIL AND THEIR TEACHER JOHN SERDENAS.

Mayor Ortis read the proclamation into the record and presented it to Mr. John Serdenes from the Pembroke Lakes Elementary School.

Mr. Serdenes thanked the Commission for allowing the students to participate in the Commission Meeting. The following members of the Student Leadership Council introduced themselves:

Sydney Joseph - President
Dimitria Serdenes- Vice President
Alexa Carrero- Treasurer
Karina Wroble - Secretary

Commissioner Siple congratulated the young ladies on their leadership roles during Women's History Month.

PRE-2 22-0200 PRESENTATION NO. 2: MAYOR ORTIS WILL PRESENT A PROCLAMATION RECOGNIZING MARCH 2022 AS WOMEN'S HISTORY MONTH IN THE CITY OF PEMBROKE PINES.

Mayor Ortis read the proclamation into the record. Commissioner Siple accepted the proclamation from the Mayor. Commission discussed the importance of the recognition of Women's History Month.

Commissioner Siple then made a motion, along with the consensus of the entire Commission, to direct the City Manager to have an annual event to honor women's achievements during Women's History Month each year.

Aye 5 - Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay 0

Mayor Ortis read the proclamation and it was accepted by Commissioner Siple in recognition of Women's History Month.

Commissioner Siple thanked the Commission for the proclamation. She also spoke about the Pembroke Pines SHEroes being a part of March's Women's History Month celebration, where residents can nominate a special woman in their lives and explain why she is a SHEroe.

Commissioner Schwartz spoke about the presentation and highlighted an Asian woman who will be the first to do a solo flight around the world starting/ending at North Perry Airport.

PRE-3 **22-0189** PRESENTATION NO. 3: MAYOR ORTIS WILL PRESENT A PROCLAMATION TO THE PEMBROKE PINES QUILTING GUILD RECOGNIZING MARCH 19, 2022 AS NATIONAL QUILTING DAY AND MARCH 2022 AS NATIONAL QUILTING MONTH IN THE CITY OF PEMBROKE PINES.

Mayor Ortis read the proclamation and presented it to the Quilting Guild members.

Monique Damiano - Media specialist for the Guild, addressed the Commission to thank them for the honor and to extend an invitation to attend the Quilt Expo taking place at the Charles F. Dodge City Center on April 15-16, 2023.

The Guild presented a quilt to the Mayor and took photographs.

Commissioner Castillo and Commissioner Siple spoke on the presentation.

PRE-4 **22-0198** PRESENTATION NO. 4: MAYOR ORTIS WILL READ A PROCLAMATION IN SUPPORT OF THE LEADERS AND PEOPLE OF

UKRAINE AS THEY DEFEND AGAINST RUSSIA'S MASSIVE MILITARY ATTACK ON THEIR SOVEREIGN NATION.

Mayor Ortis read a proclamation in support of sanctions against Russia for its invasion of a sovereign country Ukraine.

ANNOUNCEMENT OF ITEMS TO BE PULLED FROM AGENDA

No items pulled from the agenda.

COMMISSION AUDITOR REPORT:

None.

APPEALS OF BOARD OF ADJUSTMENT DECISIONS:

None.

ITEMS AT THE REQUEST OF THE PUBLIC

Elizabeth Burns, 18413 NW 12th Street, Pembroke Pines, FL regarding the March 8, 2022 election and the requirements for qualification.

Mayor Ortis responded that the City Attorney would follow up on the matter.

ANNOUNCEMENT OF BOARD AND COMMITTEE APPOINTMENTS

No board appointments announced.

CONSENT AGENDA:

1. **22-0107** MOTION TO ACCEPT THE LICENSE PLATE READER MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF PEMBROKE PINES AND THE U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION (DEA).

A motion was made to approve on the Consent Agenda

2. **22-0117** MOTION TO APPROVE THE PURCHASE OF (16) SIXTEEN FUEL MASTER SYSTEM HEAD UNITS AND RELATED SERVICES IN THE AMOUNT NOT TO EXCEED $138,079.26, FROM SYN-TECH SYSTEMS, INC. UTILIZING PRICING ESTABLISHED FROM SOURCEWELL CONTRACT # 022217-SYS, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

A motion was made to approve on the Consent Agenda

4. **22-0186** MOTION TO APPROVE AMENDMENT 001 BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER. THE PURPOSE OF THIS AMENDMENT IS TO DECREASE CONTRACT JL021-10-2022 IN THE AMOUNT OF $5,100 TO CHANGE THE TOTAL CONTRACT FUNDING FROM $231,155 TO $226,055.

A motion was made to approve on the Consent Agenda

5. **22-0190** MOTION TO RATIFY THE CITY MANAGER'S APPROVAL TO PURCHASE (1) ONE 2022 DODGE CHARGER AWD FOR THE FIRE DEPARTMENT FROM GARBER CHRYSLER DOGE TRUCK, INC. IN THE AMOUNT NOT TO EXCEED $34,976, UTILIZING THE FLORIDA SHERIFFS ASSOCIATION'S (FSA) BID # FSA20-VEL28, PURSUANT TO SECTIONS 35.18(C)(1) AND 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

A motion was made to approve on the Consent Agenda

6. **22-0191** MOTION TO APPROVE THE PURCHASE OF TWENTY (20) POWER-90 TURNING TARGET UNITS FOR THE PEMBROKE PINES POLICE TRAINING FACILITY SHOOTING RANGE FROM ACTION TARGET, INC, UTILIZING PRICING ESTABLISHED BY THE UNITED STATES GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT NUMBER # GS07F0482Y, IN THE AMOUNT NOT TO EXCEED $119,754.58, PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

A motion was made to approve on the Consent Agenda

7. **22-0193** MOTION TO APPROVE THE PURCHASE AND DELIVERY OF GASOLINE AND DIESEL FUEL ON AN AS-NEEDED BASIS FROM PORT CONSOLIDATED, INC. UTILIZING PRICING ESTABLISHED BY THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING

GROUP (CO-OP) CONTRACT NO. 1356 WITH PRICING BASED ON THE OPIS FUEL INDEX COST AT THE TIME OF DELIVERY EFFECTIVE MARCH 15, 2022 THROUGH MARCH 14, 2027, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

A motion was made to approve on the Consent Agenda

8. 22-0197 MOTION TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND BROWARD COUNTY FOR THE CONSTRUCTION AND MAINTENANCE OF THE FLAMINGO ROAD GREENWAY PROJECT

A motion was made to approve on the Consent Agenda

9. 22-0174 MOTION TO APPROVE REQUEST TO ADVERTISE SOLICITATION(S):

(A) AD-22-02 "SERVING LINE RENOVATION FOR VARIOUS CHARTER SCHOOLS"

(B) PSPW-22-04 "EAST CAMPUS ADMINISTRATION BUILDING HVAC REPLACEMENT AND ARCHITECTURAL RENOVATION"

A motion was made to approve on the Consent Agenda

10. 22-0195 MOTION TO APPROVE THE PURCHASE OF (2) TWO 2022 CHEVROLET COLORADOS FROM DUVAL CHEVROLET AT A COST OF $27,987 EACH, FOR A TOTAL AMOUNT NOT TO EXCEED $55,974, UTILIZING THE FLORIDA SHERIFFS ASSOCIATION'S (FSA) BID # FSA20-VEL28.0, PURSUANT TO SECTION 35.18(C)(8) OF THE CITY'S CODE OF ORDINANCES.

A motion was made to approve on the Consent Agenda

11. 22-0196 MOTION TO RATIFY THE FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE FOR OM SAKTHI TRUST.

A motion was made to approve on the Consent Agenda

Approval of the Consent Agenda

A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to approve the Consent Agenda. The motion carried by the following

vote:

Aye 5 - Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay 0

3. 22-0183 MOTION TO APPROVE THE NEGOTIATED AGREEMENT WITH METRIC ENGINEERING, INC. PURSUANT TO THE AWARD OF RFQ # PSEN-21-02 "TRANSPORTATION MASTER PLAN," IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANTS COMPETITIVE NEGOTIATIONS ACT (CCNA), FOR AN AMOUNT NOT TO EXCEED $221,972.85.

A motion was made by Commissioner Siple, seconded by Commissioner Castillo, to approve. The motion carried by the following vote:

Aye 5 - Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay 0

PRIOR TO THE VOTE BEING TAKEN:

Commissioner Siple read Item 3 into the record by title and spoke on the item.

Commissioner Castillo spoke on the item.

12. 22-0203 MOTION TO APPROVE THE MINUTES OF THE REGULAR COMMISSION MEETING ON WEDNESDAY, MARCH 2, 2022.

A motion was made by Vice Mayor Good Jr., seconded by Commissioner Castillo, to approve the amended minutes of March 3rd, 2022. In Item 19 of the March 3rd Minutes, the word "inactivity" should be changed to "delay". The motion carried by the following vote:

Aye 5 - Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay 0

PRIOR TO THE VOTE BEING TAKEN:

Vice Mayor Good read Item 12 into the record by title and spoke on the item.

QUASI JUDICIAL CONSENT AGENDA:

ORDINANCES AND RESOLUTIONS:

SECOND READING ORDINANCES:

13. **2021-21** MOTION TO PASS AND ADOPT, AS AN EMERGENCY, PROPOSED ORDINANCE 2021-21 ON FIRST AND SECOND READING.

PROPOSED ORDINANCE 2021-21 IS AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA PROVIDING FOR THE RE-CREATION AND RE-ESTABLISHMENT OF THE GEOGRAPHIC BOUNDARIES FOR FOUR (4) ELECTION DISTRICTS IN THE CITY OF PEMBROKE PINES IN ACCORDANCE WITH SECTION 3.02 OF THE CITY CHARTER; PROVIDING FOR FINDINGS AND CONCLUSIONS OF THE CITY COMMISSION; PROVIDING FOR THE IMPLEMENTATION OF REVISED ELECTION DISTRICTS TO BE EFFECTIVE FOR THE ELECTIONS HELD IN THE CITY OF PEMBROKE PINES, FLORIDA, FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE, AND THEREAFTER; PROVIDING A FORM OF REQUEST TO THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY, FLORIDA, TO IMPLEMENT THE REVISED PLAN ESTABLISHED PURSUANT TO THIS RE-DISTRICTING ORDINANCE AND TO CREATE FUNCTIONAL DISTRICTS CONSISTENT WITH THE IDENTIFICATION OF GEOGRAPHIC BOUNDARIES FOR ELECTION DISTRICTS; PROVIDING FOR THE ATTACHMENT OF ELECTION DISTRICT MAPS, CHARTS, STREET ADDRESSES, AND GRAPHIC DESCRIPTIONS, WHICH SHALL BE ATTACHED TO AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR AUTHORIZATION AND DIRECTION TO THE CITY ADMINISTRATION TO IMPLEMENT THE TERMS, CONDITIONS, AND PROVISIONS OF THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

On Second Reading of Proposed Ordinance 2021-21, Commissioner Siple made a motion, seconded by Commissioner Schwartz, to adopt Map Alternative #1. The motion carried by the following vote:

Aye 4 - Mayor Ortis, Commissioner Good Jr., Siple, and Schwartz

Nay 1 - Castillo

Enactment No: 1986

On First Reading of Proposed Ordinance 2021-21, Vice Mayor Good made a substitute motion, seconded by Commissioner Castillo, to reaffirm the existing map and move forward. The motion FAILED by the following vote:

Aye 2 - Commissioner Good Jr., and Castillo

Nay 3 - Mayor Ortis, Siple, and Schwartz

Enactment No: 1986

On First Reading of Proposed Ordinance 2021-21, Commissioner Siple made another substitute motion, seconded by Mayor Ortis, to accept Map Alternative #1. The changes were considered the least cumbersome. The motion passed by the following vote:

Aye 4 - Mayor Ortis, Commissioner Good Jr., Siple, and Schwartz

Nay 1 - Castillo

Enactment No: 1986

PRIOR TO THE 1ST VOTE BEING TAKEN:

City Attorney Goren read Proposed Ordinance 2021-21 into the record by title on first reading.

Vice Mayor Good, Commissioner Castillo, and Commissioner Siple spoke on the item.

City Attorney Goren responded to the questions of the Commission as to why the proposed ordinance had not been amended as previously directed by vote at the March 2, 2021 Commission meeting.

Dr. James Gammack-Clark, M.A., Ph.D. candidate (ABD)-Senior Instructor of the Geo-sciences Department at Florida Atlantic University, addressed the questions of the Commission regarding the specifics of Map Alternate 1.

PRIOR TO THE 2ND VOTE BEING TAKEN:

City Attorney Goren read Proposed Ordinance 2021-21 into the record by title on second reading.

Mayor Ortis opened the public hearing.

No members of the public spoke on the item.

Mayor Ortis closed the public hearing.

Commissioner Schwartz spoke on the item.

Dr. Gammack-Clark responded to the questions of the Commission regarding the population balance of the proposed districts.

14. **2021-27** MOTION TO ADOPT PROPOSED ORDINANCE 2021-27 ON SECOND AND FINAL READING.

PROPOSED ORDINANCE 2021-27 IS AN ORDINANCE OF THE CITY OF PEMBROKE PINES, FLORIDA AMENDING CHAPTER 120, ENTITLED "OTHER BUSINESSES," BY SPECIFICALLY AMENDING SECTION 120.02, ENTITLED "PERSONAL PROFESSION OR OCCUPATION" TO COMPLY WITH THE PROVISIONS OF SECTION 559.955, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Siple, seconded by Mayor Ortis, to adopt Proposed Ordinance 2021-27. The motion carried by the following vote:

Aye 5 - Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay 0

Enactment No: 1987

PRIOR TO THE VOTE BEING TAKEN:

City Attorney Goren read Proposed Ordinance 2021-27 into the record by title.

Mayor Ortis opened the public hearing.

No members of the public spoke on the item.

Mayor Ortis closed the public hearing.

FIRST READING ORDINANCES:

RESOLUTIONS:

REGULAR AGENDA:

15. **22-0202** DISCUSSION AND POSSIBLE ACTION TO APPROVE THE INFORMATION TO BE DISTRIBUTED TO THE CITY RESIDENTS REGARDING THE USE OF BLUE CARTS FOR THE CITY'S RESIDENTIAL WASTE COLLECTION PROGRAM, INCLUDING THE INFORMATION TO BE DISPLAYED ON THE CITY'S WEBSITE AND CITY CONNECT, SOCIAL MEDIA AND LETTER TO HOAS.

A motion was made by Commissioner Siple, seconded by Commissioner Schwartz, to approve Item 15. The motion carried by the following vote:

Aye 5 - Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay 0

PRIOR TO THE VOTE BEING TAKEN:

City Attorney Goren read Item 15 into the record by title.

Commissioner Schwartz, Commissioner Siple, Commissioner Castillo, and Vice Mayor Good spoke on the item.

Kenneth Rivera, Division Manager with Waste Pro USA, responded to the questions of the Commission regarding placement of the decals for the blue bin program.

City Manager Dodge responded to the questions of the Commission. He spoke about how the blue bins would be used. He addressed the communication components to inform and educate the public about the program.

ADD-1 **22-0208** **ADDENDUM ITEM #1**: MOTION TO APPROVE REQUEST TO ADVERTISE RFQ # PSEN-22-01 "CCNA CONTINUING SERVICES FOR TRANSPORTATION AND GENERAL CIVIL ENGINEERING PROJECTS."

A motion was made by Commissioner Schwartz, seconded by Commissioner Siple, to approve. The motion carried by the following vote:

Aye 5 - Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay 0

PRIOR TO THE VOTE BEING TAKEN:

City Attorney Goren read Item ADD-01 into the record by title.

REPORTS OF LEAGUE REPRESENTATIVES

Mayor Ortis reported on the next League of Cities dinner meeting in

Dania Pointe on March 17, 2022.

REPORTS OF THE CITY MANAGER AND CITY ATTORNEY

A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to authorize a shade meeting to be set up as soon as possible pursuant to the City of Hollywood Large User litigation. The motion carried by the following vote:

Aye 5 - Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay 0

City Attorney Goren provided an update regarding the litigation relating to the City of Hollywood Large User Agreement trial being deferred. He requested a Shade Session pursuant to Chapter 286 of the Florida Statutes to further discuss the matter.

COMMISSION ITEMS:

16. 22-0192 COMMISSIONER CASTILLO - ITEM 1: DISCUSSION AND POSSIBLE ACTION REGARDING STATUS OF GATE INSTALLATION ON NW 4TH STREET BETWEEN 202 AND 208TH AVENUES PER COMMISSION DIRECTION.

PRIOR TO THE VOTE BEING TAKEN:

Commissioner Castillo read Item 16 into the record by title and spoke on the item.

Commissioner Siple and Commissioner Schwartz spoke on the item.

Karl Kennedy, City Engineer, responded to the questions of the Commission to provide updates on the gate installations. Mr. Kennedy also addressed the matter of the "No Thru" traffic signage.

City Attorney Goren responded to the questions of the Commission regarding the legalities involved with barricading and blocking public roads prior to the installation of the gates.

Steve Buckland, Public Services Director, responded to the Commission about signage and gate access for visitors.

City Manager Dodge responded to the Commission regarding the registration process to obtain access once the gates have been

installed.

17. **22-0194** VICE MAYOR GOOD - ITEM 1: THE CITY OF PEMBROKE PINES, AND I, HAVE SUPPORTED THE ACTIVITIES AND ENGAGEMENT OF THE ORGANIZATION KNOWN AS 'FATHER'S M.I.A, INC. FOR A PERIOD OF YEARS. THE ORGANIZATION IS A FLORIDA NON-PROFIT CORPORATION WHOSE PURPOSE IS TO BECOME THE BRIDGE THAT WILL FACILITATE THE RECONCILIATION BETWEEN THE FATHERS, CHILDREN, AND FAMILIES IN OUR SOUTH FLORIDA COMMUNITY, AND IN BROWARD COUNTY IN PARTICULAR. THE FOUNDERS OF THIS ORGANIZATION BELIEVE THAT THE FATHER OF A FAMILY, IS THE FOUNDATION OF THE HOME, AND IF THAT FOUNDATION IS BROKEN, THEN THE BUILDING IS AT RISK, INCLUDING THE AFFECTED CHILDREN FROM THOSE HOMES AND HOUSEHOLDS WHERE THIS OCCURS IN OUR SOCIETY. THE PURPOSE AND PASSION FOR THIS ORGANIZATION IS TO MOVE FATHERS FROM MISSING IN ACTION… TO MOTIVATED, INVOLVED AND ACTIVE.

BASED ON THE FOREGOING, AND THE ATTACHED INFORMATION BROCHURE, VICE MAYOR GOOD WILL MOVE TO REQUEST THAT THE CITY COMMISSION OF PEMBROKE PINES CONTINUE TO PUBLICLY SUPPORT THIS ORGANIZATION, AND TO PARTICIPATE, AS APPROPRIATE, IN THE SPRING GALA, 2022, SET TO OCCUR ON APRIL 2, 2022 AT THE CHARLES F. DODGE CENTER.

A motion was made by Vice Mayor Good Jr., seconded by Commissioner Schwartz, to approve a donation of $10,000 for the "Fathers M.I.A., Inc." organization scholarships. The motion carried by the following vote:

Aye 5 - Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay 0

PRIOR TO THE VOTE BEING TAKEN:

Vice Mayor Good read Item 17 into the record by title and spoke on the item.

Gernald Hawkins and Robert Jackson III, Founder and Co-Founder of Father's M.I.A. addressed the Commission to thank them for their continued support of the foundation. A video clip was shared with highlights from last year's event and then they spoke about the scholarships awarded.

Mayor Ortis, Commissioner Schwartz, and Commissioner Castillo spoke on the item.

NEW BUSINESS:

OLD BUSINESS:

ADJOURN - 8:22 P.M.

CITY OF PEMBROKE PINES

Marlene D. Graham, CMC
City Clerk

AGREEMENT
between
BROWARD COUNTY
and
CITY OF PEMBROKE PINES
for
CONSTRUCTION AND MAINTENANCE OF
FLAMINGO-HIATUS RD. GREENWAY

This is an Interlocal Agreement ("Agreement") by and between Broward County, a political subdivision of the State of Florida, ("County"), and City of Pembroke Pines, a municipal corporation located in Broward County, Florida ("City").

RECITALS

A. County has adopted an amendment to the Broward County Comprehensive Plan to incorporate the conceptual greenways system plan.

B. The greenways Conceptual Master Plan provides for over three hundred seventy (370) miles of regional greenways, land trails and water trails.

C. As part of the implementation of a County Greenways Master Plan, County is willing to construct greenways within the City, including benches, shelters and related improvements, consistent with the alignment provided and conceptually based on the plans to be approved by County and City ("Greenways").

D. The Greenways will be located on property that is the joint jurisdiction of the Florida Department of Transportation, the South Broward Drainage District and Broward County ("FDOT, District and County"), or as otherwise agreed by City and County in writing.

E. Upon completion of the Greenways, City is willing to maintain the Greenways.

F. It is of mutual benefit to the residents of County and City to construct and maintain the Greenways as provided for herein.

NOW, THEREFORE, County and City agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

1.1 **Board** means the Board of County Commissioners of County.

1.2 **Contract Administrator** means the Broward County Administrator, or such other person designated by same in writing or authorized to administer this Agreement.

1.3 **Grant Agreement** means that certain Recreational Trails Program Grant, standard grant agreement number T1935, by and between County and the Department of Environmental Protection of the State of Florida.

1.4 **Project** means the services described in Article 2.

ARTICLE 2. SCOPE OF SERVICES

2.1 Grant Requirements. This Project is conditioned upon, and the funding for this Project is being provided pursuant to, the Grant Agreement. Notwithstanding anything in this Agreement, County and City shall participate in the installation and maintenance of the Greenways in compliance with the Grant Agreement.

2.2 County shall:

2.2.1 Prepare, or cause to be prepared, plans for the installation of the Greenways and related improvements ("Plans") in accordance with Greenways Design, including the Proposed Flamingo Greenway Alignment and Proposed Amenities, attached hereto as Exhibit B ("Proposed Flamingo Greenway Alignment"). The Greenways Design is subject to the approval of City.

2.2.2 Apply for and obtain any permit(s) from the applicable permitting agencies for installation of the Greenways. County's installation of the Greenways is contingent upon receipt of a permit from FDOT, District and County. If County is unable to obtain the permit from the FDOT and District, or any other required permit, County shall notify City pursuant to the Notice provisions set forth herein and this Agreement shall terminate.

2.2.3 Install or cause to be installed the Greenways and related improvements in accordance with the Plans and permit(s). The installation, design and location of any signage, benches and shelters shall be subject to the City's Code of Ordinances, as may be amended from time to time, as well as any other existing agreements between the City and third parties.

2.2.4 Following completion of the Greenways, convey the landscaping, benches, signage, shelters and other improvements to City via Bill of Sale, the form of which is attached hereto as Exhibit C.

2.3 City shall:

2.3.1 Maintain or cause to be maintained the Greenways. As part of such maintenance responsibility, City shall keep in good repair and shall replace defective or worn-out improvements. The Greenways shall be maintained in good condition and in accordance with any maintenance requirements of the County, FDOT and District.

2.3.2 City agrees that any repair and replacements of improvements shall conform to the design plans and specifications set forth herein.

2.3.3 City may replace plant material with plants on the County's approved plant list.

ARTICLE 3. COSTS

3.1 County shall be solely responsible for all costs associated with the installation of the Greenways and the improvements provided for in the Plans. The estimated Cost of Construction ("COC") of the Greenways and improvements is Two Million and Nine Hundred Thousand and 00/100 Dollars ($2,900,000).

3.2 Upon transfer of the improvements to the City, City shall be solely responsible for all costs associated with the maintenance and repair of the Greenways and their improvements.

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by both parties and shall terminate only as provided for by this Agreement.

4.2 Termination for Cause. This Agreement may be terminated for cause by County, through action of the Board, or City, upon thirty (30) days' written notice given by the terminating party to the other party setting forth the breach. If City or County corrects the breach within thirty (30) days after written notice of same to the satisfaction of the terminating party, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, the terminating party may terminate the Agreement. Termination of this Agreement for cause shall include, but not limited to, failure of the City to maintain the Greenways pursuant to the terms of this Agreement, failure of a party to suitably perform the services required by Article 2 herein, or failure of a part to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.

4.3 Termination Fee. In the event the City elects to terminate this Agreement within twenty-five (25) years from the date the Greenways have been transferred to City pursuant to Section 2.2.4, or if County elects to terminate this Agreement for cause within the foregoing twenty-five (25) year term City shall pay County an amount which shall be calculated utilizing the following formula:

$$Termination\ Amount = COC - (\frac{COC}{25} * YM)$$

COC means the estimated Cost of Construction, as set forth in section 3.1
YM means the number of years maintained by City

ARTICLE 5. IMMUNITY AND INDEMNIFICATION

5.1 Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

5.2 In the event that County contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

5.2.1 Indemnification: County's Contractor shall indemnify and hold harmless 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 County's Contractor and persons employed or utilized by County's Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require County's Contractor to indemnify City, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against City by reason of any such claim or demand, County's Contractor shall, upon written notice from City, resists and defend such action or proceeding by counsel satisfactory to City.

5.2.2 The indemnification provided above shall obligate County's Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description covered by Section 5.2.1 above which may be brought against City whether performed by County's Contractor, or persons employed or utilized by County's Contractor.

5.3 In the event that City contracts with a third party to provide the services set forth herein and addressed above, any contract with such third party shall include the following provisions:

5.3.1 Indemnification: City's Contractor shall indemnify and hold harmless County, 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 City's Contractor and persons employed or utilized by City's Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require City's Contractor to indemnify County, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. If any action or proceeding is brought against County by reason of any such claim or demand, City's Contractor shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County.

5.3.2 The indemnification provided above shall obligate City's Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at County's option, any and all claims of liability and all suits and actions of every name and description covered by Section 5. 3.1 above which may be brought against County whether performed by City's Contractor, or persons employed or utilized by City's Contractor.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability

coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a subcontractor to provide any of the services set forth herein, City shall require that each subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the services provided by that subcontractor. City must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any subcontractor to provide services until the insurance requirements of the subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such subcontractors.

6.5 County reserves the right to review any and all insurance policies, and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

6.6 Coverage is not to cease and is to remain in full force and effect until all performance required is completed.

ARTICLE 7. NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

COUNTY: Adriana Toro, Acting Director
Highway and Bridge Maintenance Division
1600 Blount Rd
Pompano Beach, FL 33069

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 Civic Center Way
Pembroke Pines, FL 33025
Telephone No. (954) 450-1040
Facsimile No. (954)437-1149

COPY TO: Samuel S. Goren, City Attorney
Gore, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone No. (954) 771-4500
Facsimile No. (954)770-4923

ARTICLE 8. MISCELLANEOUS

8.1 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the services to be provided by City pursuant to this Agreement. City shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination for this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to City's records, City shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by City. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

8.2 Equal Employment Opportunity Compliance. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement. County and City shall not unlawfully discriminate against any person in its operations and activities in fulfilling its obligations under this Agreement. County and City shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, County and City shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

8.3 Compliance with Laws. Parties must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

8.4 Third Party Beneficiaries. City and County do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.5 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party; however, County and City may subcontract any portion of the work required by this Agreement under the terms of this Agreement. County and City represent that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to the parties' satisfaction. County and City shall perform their duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of performance and all interim and final product(s) provided shall be comparable to the best local and national standards.

8.6 Materiality and Waiver of Breach. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of provision or modification of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be modification of terms of this Agreement.

8.7 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.8 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or City elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.9 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.10 Priority of Provisions. If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision contained in Article 1 through 8 of this Agreement shall prevail and be given effect.

8.11 Recording. This Agreement shall be recorded in the public records of Broward County, Florida, and shall be binding upon the successors and assigns of County and City.

8.12 Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

8.13 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

8.14 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are no contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 8.12 above.

8.15 Incorporation by Reference. The truth and accuracy of each recital clause set forth above is acknowledged by the parties. The attached exhibits are incorporated into and made a part of this Agreement.

8.16 Electronic Execution and Multiple Originals. This Agreement may be executed electronically in two or more counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PEMBROKE PINES FOR CONSTRUCTION AND MAINTENANCE OF FLAMINGO-HIATUS RD. GREENWAY

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor and Vice Mayor, authorized to execute same by Board action on the 15th day of November, 2021, and the CITY, signing by and through its Mayor, duly authorized to execute same.

ATTEST:

County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

COUNTY
BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

15th day of November, 2021

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By William J. Bucciero Digitally signed by William J. Bucciero Date: 2022.03.30 15:57:58 -04'00'
Assistant County Attorney

_____ day of _____, 2021

By MICHAEL KERR Digitally signed by MICHAEL KERR Date: 2022.03.31 09:06:24 -04'00'
Deputy County Attorney

_____ day of _____, 2021

BROWARD COUNTY COMMISSIONERS CREATED OCT 1st 1915 BROWARD COUNTY FLORIDA

(00463208.1 1956-7601851)

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PEMBROKE PINES FOR CONSTRUCTION AND MAINTENANCE OF FLAMINGO-HIATUS RD. GREENWAY

CITY

WITNESSES:

_____

_____

CITY OF PEMBROKE PINES

By _____
Mayor- Commissioner

By _____
City Manager

ATTEST: MARLENE D. GRAHAM
CITY CLERK

23 day of March, 2022

APPROVED AS TO FORM:
By _____
City Attorney

23 day of March, 2022

{00463208.1 1956-7601851}

EXHIBIT A

SCOPE OF SERVICES

The 2.5-mile Flamingo Greenway segment from Pembroke Road to Sheridan Street will be a shared-use path separated from motor vehicle traffic that will provide a low-stress environment for walking, bicycling, jogging, inline-skating, and dog walking. It will improve the community by providing alternative means of transportation, encouraging physical fitness and outdoor recreation, and preserving and creating cultural/historical value.

The Flamingo Greenway segment is part of the Greenways System Masterplan adopted by the Broward County Board of County Commissioners to connect the Atlantic Ocean, conservation lands, parks, recreational facilities, cultural and historical sites, schools, and commerce areas. The Greenways System Masterplan includes more than 350 miles of greenways. The Masterplan identified the Flamingo Road Greenway as a Priority Greenway Corridor. When fully constructed, it will provide a 9.3-mile connection from the existing New River Greenway south to the Broward/Miami-Dade County line.

Phase 1 of this project is a 2.5-mile greenway segment in Pembroke Pines on the west side of Flamingo Road between Pembroke Road and Sheridan Street. The greenway segment will include an 8-12-foot-wide path, splitter islands, landscaping, signage, and amenities approximately every 0.5 miles including trash receptacles, bike racks and covered benches. Landscaping will be limited to trees that are within applicable Broward County and City laws and governing standards and approved by the City and the County. One segment from Pines Boulevard to Taft Street, which coincides with the limits of C.B. Smith Park, will utilize existing sidewalk due to spatial constraints.

EXHIBIT B

PROPOSED FLAMINGO GREENWAY ALIGNMENT



Legend

- Existing Sidewalk to Remain
- Proposed Flamingo Greenway Path
- Amenities (Trash Receptacle, Bike Rack, Covered Bench)

0 0.1 0.2 0.4 0.6 Miles

EXHIBIT C

BILL OF SALE

KNOW ALL BY THESE PRESENTS:

THAT Broward County ("County"), for and in consideration of the sum of One Dollar ($1.00) in lawful money (and other good and valuable considerations) to it paid by The City of Pembroke Pines ("City"), the receipt and sufficiency of which is hereby acknowledged by it, hereby quitclaims and delivers unto the City, its successors and assigns, those certain goods and chattels located on the property more particularly described on the attached Exhibit A-1.

TO HAVE AND TO HOLD the same unto the City, its successors and assigns forever.

County does not hereby make any warranty with respect to its ownership of the goods hereby conveyed.

IN WITNESS WHEREOF, this instrument is made and executed by BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20__.

ATTEST:

_____
County Administrator and

_____
Ex-Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

COUNTY
BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By_____
Mayor

_____ day of _____, 20__

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By_____
Assistant County Attorney

_____ day of _____, 20__

By_____
Deputy County Attorney
_____ day of _____, 2021

Broward County Flamingo Road Greenway Natural Resources Evaluation June 27, 2022

Introduction

Broward County is requesting $400,000 to aid in the construction of a one-mile segment of the Flamingo Road Greenway between Pembroke Road and Pines Boulevard, connecting C.B. Smith Park. This is the initial phase of the Flamingo Road Greenway – a Priority Greenway Corridor – as adopted in Broward County's Greenways System Masterplan in 2002. When fully constructed, the Flamingo Road Greenway will provide a 9.3-mile connection from the existing New River Greenway south to the Broward/Miami-Dade County line.

The Flamingo Road Greenway will be a motorized-vehicle-free north/south path that will serve the alternative transportation needs of pedestrians, bicyclists, and equestrians. The land upon which the one-mile segment will be built is owned by Broward County. The greenway will be a paved and leveled, 8-foot to 12-foot-wide trail that follows the natural contour of the land. Its location along the western bank of the Snake Creek North Fork Canal will provide a safe, traffic-buffered travel way for residents and visitors alike. The project will incorporate landscaping consisting of native trees and vegetation, seating amenities, trash receptacles, and signage.

The initial one-mile segment of the Flamingo Greenway will be located within central-western Broward County, a densely populated suburban area that is home to more than 200,000 residents including Century Village, a large senior-living community which will border the Greenway. The main access points for the Flamingo Road Greenway will be located at Pembroke Road, SW 4th Street, and Pines Boulevard.

A detailed field review of the project and immediate adjacent areas was conducted over two site visits on May 3 and May 13, 2022 to look for the presence and potential occurrence of federal and state-listed species and their habitat; wetlands and other surface waters; and Essential Fish Habitat. A third visit occurred on June 17, 2022 to scope several burrows for potential wildlife use.

Methodology

On May 3 and May 13, a field review of the project and immediate adjacent areas was conducted by a qualified Broward County biologist for the presence of protected species and their habitat. A third visit was conducted on June 17th 2022 to scope several suspected iguana burrows on site. A desktop analysis of local bald eagle nests was also conducted. The results from the field review are outlined below.

Results

Protected Species and Habitat

During the site reviews, a pedestrian or walking survey was conducted for state and federally-listed species with the potential to occur within the project footprint. Additionally, a desk top review of the FWC bald eagle nest database was conducted to determine if there are any known bald eagle nests that could affect the timing of construction of each project.

All of the wildlife species and plant species identified are in Attachment B. None of the species observed are listed as threatened or endangered species.

The pedestrian surveys did not identify any gopher tortoises or their burrows within or immediately adjacent to the project footprint. Photos of burrows of an unknown origin along with photos of the habitat were shared with the Florida Fish and Wildlife Commission Gopher

Tortoise biologist to determine if there was a potential for gopher tortoise (*Gopherus polyphemus*) population to occur along the berm area. Based on the regularly maintained condition of right-of-way, and its adjacency to development and existing roadways, and the location, size, and shape of the burrows, the Gopher Tortoise biologist concluded that it was unlikely for the burrows to be used by gopher tortoises. This area does not represent suitable habitat for this state-listed species.

The interior of several burrows on site were viewed with a plumbing scope to see what wildlife may be using the burrows. Three southern toads (*Anaxyrus terrestris*) were found in two of the burrows.

In accordance with the effect determination key for the Eastern indigo snake (*Drymarchon corais couperi*), since the field reconnaissance did not find more than 25 acres of xeric habitat or 25 gopher tortoise burrows, the project will Not Likely Adversely Affect the Eastern Indigo Snake.

There are surface waters located 0.5 miles away from the project area and therefore can be potential wood stork foraging habitat. However, no core foraging habitat is located where the proposed trail will be constructed. There were no bald eagle nests within the project area.

Wetlands and other Surface Waters

There are no wetlands in the project area. There are surface waters in the project area, but the construction of the trail will not have any impacts to the surface waters.

Essential Fish Habitat

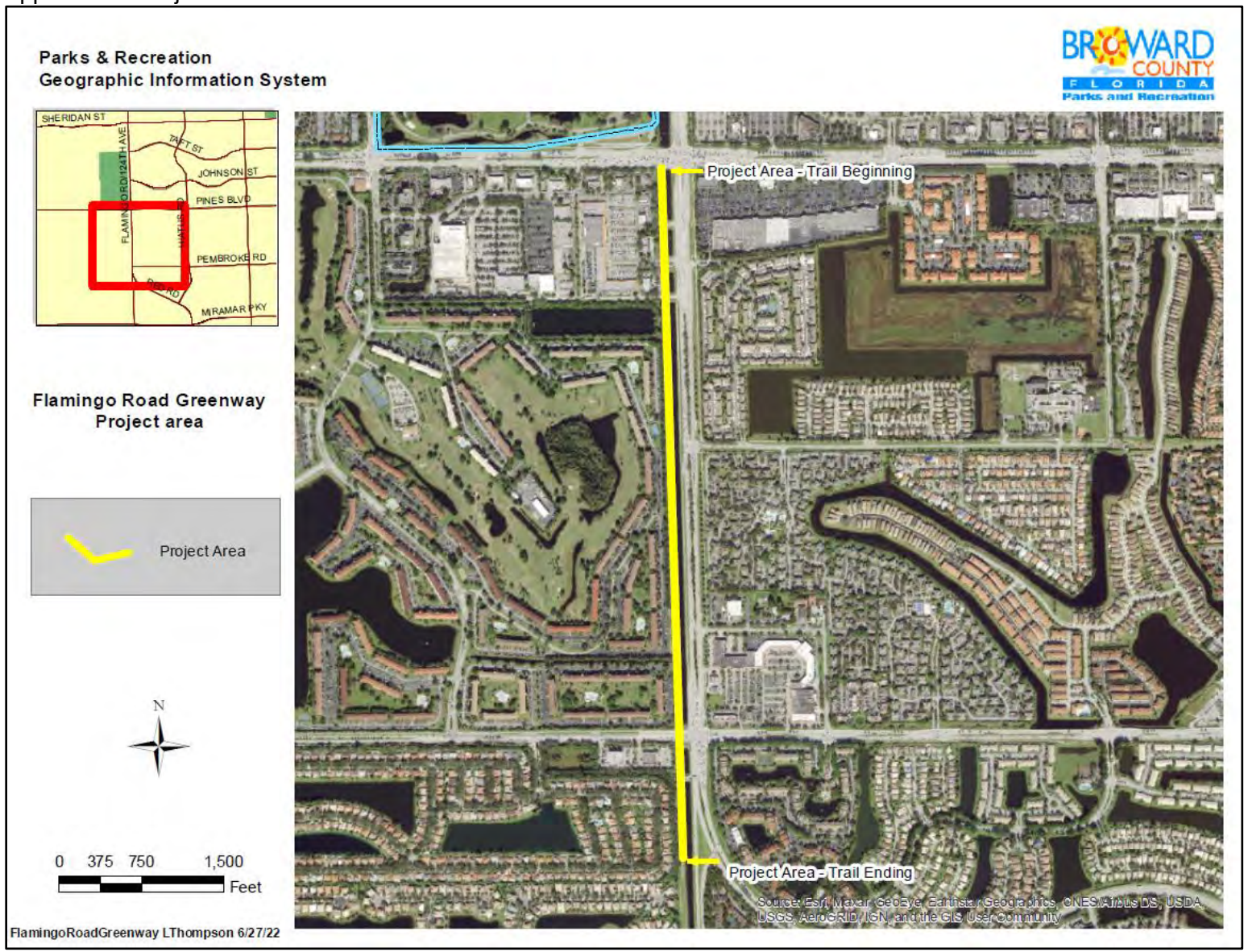
The project area does not contain any Essential Fish Habitat.

Conclusion

The proposed project will be constructed entirely within the existing road right-of-way. Much of the wildlife in the area were present because of the canal and the project will not impact the canal. No listed species were identified within any portion of the project area, and the project is not anticipated to adversely impact any state/federally-listed wildlife. No wetlands or Essential Fish Habitat occur within the project footprint. Based on the results of the desktop review and field reconnaissance, it is unlikely that any federal and state-listed species or their habitat will be adversely affected by the proposed project.

Attachments:
Attachment A – Project Location Map
Attachment B – Wildlife and Plant species on site

Appendix A: Project Location



Attachment B: Wildlife and Plant Species Observed on Site

Type	Common Name	Scientific Name
Dragonflies	Halloween pennant	*Celithemis eponina*
	Scarlet dragonfly	*Crocothemis erythraea*
Butterflies	Dainty sulphur	*Nathalis iole*
	Monarch	*Danaus plexippus*
	White peacock	*Anartia jatrophae*
Birds	Blue jay	*Cyanocitta cristata*
	Boat-tailed grackle	*Quiscalus major*
	Cattle Egret	*Bubulcus ibis*
	Common moorhen *with chicks	*Gallinula chloropus*
	Common nighthawk (overhead)	*Chordeiles minor*
	Double-crested cormorant	*Nannopterum auritum*
	European starling	*Sturnus vulgaris*
	Great blue heron	*Ardea herodias*
	Green Heron	*Butorides virescens*
	Limpkin	*Aramus guarauna*
	Muscovy duck	*Cairina moschata*
	Mottled duck* with chicks (in canal)	*Anas fulvigula*
	Northern mockingbird	*Mimus polyglottos*
	White Ibis	*Eudocimus albus*
	Yellow-crowned night-heron	*Nyctanassa violacea*
Reptiles	Common basilisk	*Basiliscus basiliscus*
	Green Iguana	*Iguana iguana*
	Northern curly-tailed lizard	*Leiocephalus carinatus armouri*
	Southern black racer	*Coluber constrictor priapus*
	Southern toad	*Anaxyrus terrestris*
Plants	Beggarticks	*Bidens alba*
	Broomsedge	*Andropogon sp.*
	Cabbage Palm	*Sabal palmetto*
	Coastal foxtail	*Setaria corrugata*
	Coatbuttons	*Tridax procumbens*
	Common buttonbush	*Cephalanthus occidentalis*
	Common reed	*Phragmites australis*
	Duck potato (canal)	*Sagittaria lancifolia*
	Ficus	*Ficus* sp.
	Jamaica swamp sawgrass (canal bank)	*Cladium jamaicense*
	Jasmine	*Jasminum* sp.
	Largeflower Mexican clover	*Richardia grandiflora*
	Live Oak	*Quercus virginiana*
	Oyster plant	*Tradescantia spathacea*

	Pineland heliotrope	*Euploca polyphylla*
	Pond Apple (canal bank)	*Annona glabra*
	Primrosewillow	*Ludwigia* sp.
	Solidago sp.	*Solidago sp.*
	St. Augustine grass	*Stenotaphrum secundatum*
	Sweetscent	*Pluchea odorata*
	Turkey tangle fogfruit	*Phyla nodiflora*
	Walter's groundcherry	*Physalis walteri*

Greg
Jeff G
Ryan C. Shrouder, Commissioner
Jeremy Katzman, Commissioner
Lisa Mallozzi, Commissioner
Ryan T. Eggleston, City Manager

December 19, 2023

Gregory Stuart, AICP
Executive Director
Broward Metropolitan Planning Organization
100 W Cypress Creek Rd, Suite 650
Fort Lauderdale, FL 33309

Re: SUN Trail Grant Application

Dear Gregory Stuart, Executive Director,

The City of Cooper City is pleased to submit this letter in support of Broward County Government's SUN Trail grant application. Their proposed project is aimed at bridging the gap to fulfill the goal of creating an interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road. I respectfully request your consideration of the application for the pursue of state funding.

The Southeast Florida region is the largest metropolitan area in Florida and growing rapidly with more than seven million residents. In 1997, Mean Streets by the Surface Transportation Policy Project identified the Fort Lauderdale-Hollywood- Pompano Beach, FL PMSA as the most dangerous large metropolitan area for walking. For over 20 years, Broward County has been ranked as one of the most dangerous regions in the country for pedestrians and cyclists. The need to create a more robust network of safe, comfortable, and convenient separated facilities for people walking and biking that can accommodate people of all ages and abilities is crucial in ensuring and sustaining a better quality of life, longevity, as well as overall well-being for residents and visitors of Broward County as a whole.

As a city in Broward County that hosts a SUN Trail unfunded facility alignment, we support the Broward County application for the SUN Trail and recognize the benefits the proposed facility will have on our residents' quality of life and transportation needs. We commit to assuming the responsibilities to operate and maintain the facility following the completion of construction and intend to execute an agreement with Broward County prior to the design and construction of the facility.

Again, I encourage your consideration of this worthy cause. If I can be of further assistance in this matter, please do not hesitate to contact me at the address below.

Sincerely,

Tim Fleming,
Acting Public Works Directo

Docusign Envelope ID: 943B41AB-2220-8915-82A7-6EDA22646139

CITY OF Cooper City
Someplace Special

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 26-55 (Community Development Department)**

DATE: **October 27, 2026**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, GRANTING THE REQUEST FOR VARIANCE PETITION #PZ26-0301 SUBMITTED BY STIRLING PROPERTY INVESTMENT LLC FOR THE PROPERTY GENERALLY LOCATED AT 8631-8861 STIRLING ROAD, COOPER CITY, FLORIDA, TO INCREASE THE REQUIRED PARKING FOR THE PROPERTY FROM 284 SPACES TO 293 SPACES; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBMITTED BY: Signed by: Jason Chockley 05EDE4AA0738466... October 15, 2026

LOCATION: 8631-8861 Stirling Road

SIZE/ACRES: 5.9 acres

AGENT: Hope Calhoun Esq.

OWNER: Stirling Property Investment LLC

FUTURE LAND USE PLAN DESIGNATION: C-Commercial

ZONING DESIGNATION B-2, Planned Community Business Center District

ANALYSIS:
This item is a Variance petition regarding parking at Stirling Town Center (the "Center"). The Center received site plan approval as a "retail center" with a required parking ratio of one space per 200 square feet for the 53,821-square-foot Center. A retail center is limited to establishments classified as retail (sale of merchandise). The owner/developer at the time of site planning chose to voluntarily restrict the Center to retail rather than a general shopping center because approval as a shopping center would require additional parking.

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In 2011, the City approved Variance Petition No. V10-1-10 ("2011 Variance"), which authorized the Center to accommodate a broader range of tenants as a “shopping center” while maintaining the existing parking supply of 284 spaces and the established ratio of one (1) parking space per 200 square feet. In recommending approval of the 2011 Variance, City staff recognized that a more diverse tenant mix, including restaurants, would contribute to the Center’s success and provide desired services to the surrounding community.

Over the years since the Center was constructed, and as ownership of the Center has changed, the City has worked with the Center's owners on various aspects, including the tenant mix, to help the Center remain vibrant and successful.

REQUEST:

The petitioner proposes to lease approximately 961 square feet of vacant space within the Center to Rabbi Maoz Itshakov and the Eliyahu Hanavi Synagogue. The proposed Synagogue will occupy approximately 960 square feet of vacant tenant space within the Center and provide religious and community services to area residents. As a result of the parking framework established on the property, the addition of the Synagogue increases the Center's required parking from 284 to 293 spaces. Accordingly, the petitioner requests a variance of nine (9) parking spaces.

The requested Variance is limited and reflects the Synagogue's unique operational characteristics. The Synagogue will be used solely for religious services. Religious services will be held Sunday through Friday from 7:30 a.m. to 8:45 a.m., and on Saturdays from 9:00 a.m. to 12:00 p.m. and 6:00 p.m. to 9:00 p.m. These operating hours generally fall outside the Center's peak commercial hours, thereby reducing the potential for parking conflicts between the Synagogue and the retail tenants. Additionally, during Shabbat (every Friday evening at sundown until Saturday after nightfall) and on Jewish holidays, congregants customarily walk to services in accordance with their religious observances rather than travel by automobile.

The owner of Stirling Town Center also owns the Dollar Tree building immediately to the east, which shares the easternmost entrance off Stirling Road. As an additional layer of protection, a cross-parking agreement has been drafted and will be recorded if this petition is approved. The agreement will provide an additional sixty-eight (68) parking spaces to accommodate occasional overflow demand.

JUSTIFICATION CRITERIA & STATEMENTS FROM THE APPLICANT:

(1) Special and unique conditions exist which are peculiar to the petitioner’s case, and which are not generally applicable to other property located in the zoning district.

Special and unique conditions are peculiar to the property and are not generally applicable to other properties within the B-2 zoning district. The property has a unique approval history stemming from its original parking classification and the subsequent approval of the 2011 Variance. When the Center was originally approved, it was developed as a retail center rather than a shopping center, which reduced the parking requirement applicable to the property at the time of construction but also limited the range of tenants that could occupy the Center.

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Recognizing the need for greater flexibility, the City approved the 2011 Variance to allow the Center to accommodate a broader range of tenants without increasing the existing number (284) of parking spaces and to satisfy its parking requirements at a ratio of one (1) parking space per 200 square feet.

Applying the parking framework to the property results in a technical deficiency of nine (9) parking spaces for the proposed Synagogue. This deficiency stems from the property's unique approval history and existing parking configuration, which are not generally applicable to other properties within the B-2 zoning district. Additionally, at the City's request, the petitioner will record a cross-parking agreement with the adjacent property at 8625 Stirling Road, which is also under common ownership. This unique arrangement provides an additional sixty-eight (68) parking spaces that are not otherwise available to most similarly situated commercial properties and further distinguishes the property from other properties within the B-2 zoning district.

(2) The special and unique conditions are not directly attributable to the actions of the petitioner.

The special and unique conditions described above are not directly attributable to the petitioner’s actions. Rather, they stem from the property's longstanding approval history, predating the petitioner’s ownership. The Center was originally developed as a retail center rather than a shopping center, which reduced the property’s parking requirement and limited the range of tenants that could occupy the Center. Recognizing the need for greater flexibility, the City subsequently approved the 2011 Variance, allowing the Center to accommodate a broader range of tenants while maintaining the existing parking supply and meeting its parking requirements at a ratio of one (1) parking space per 200 square feet.

As a result, the property is subject to a unique set of development approvals and parking requirements that predate both the petitioner's ownership of the property and the Synagogue's proposed occupancy of the tenant space. The requested Variance is therefore necessitated by circumstances not created by either the petitioner or the Synagogue.

(3) The literal interpretation of the zoning code, as applied to the petitioner, would deprive the petitioner of rights commonly enjoyed by the owners of other property in the zoning district.

The property has operated under a reduced parking framework approved by the City for more than a decade. By approving the 2011 Variance, the City recognized that the Center could accommodate a broader range of tenants without increasing its existing parking supply and authorized the Center to satisfy its parking requirements at a ratio of one (1) parking space per 200 square feet.

A literal application of that parking framework to the proposed Synagogue would result in a deficiency of nine (9) parking spaces. Denying the requested Variance would prevent occupancy of an existing vacant tenant space, despite the Center's longstanding operation under the City's reduced parking framework. As a result, the petitioner would be deprived of the ability to use

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and lease the property in a manner consistent with the development approvals applicable to the Center.

(4) The variance granted is the minimum variance necessary for the petitioner to make reasonable use of the property.

The requested Variance is the minimum variance necessary to allow reasonable use of the property. The petitioner seeks relief for nine (9) parking spaces to permit occupancy of an existing vacant tenant space by the Synagogue. The Synagogue's actual parking demand is expected to be substantially less than that contemplated by the City's parking regulations. The Synagogue occupies only +/- 961 square feet, does not operate a school, and conducts services on a limited schedule. In addition, congregants customarily walk to services during Shabbat and Jewish holidays in accordance with their religious observances, thereby reducing parking demand during many of the Synagogue's principal worship periods.

Additionally, at the City's request, the petitioner will record a cross-parking agreement with the adjacent property at 8625 Stirling Road, which contains sixty-eight (68) additional parking spaces. The agreement will ensure those spaces are available to accommodate occasional overflow demand. Given the limited scope of the request, the Synagogue's operational characteristics, and the availability of additional parking on the adjacent property, the requested Variance represents the minimum relief necessary to allow occupancy of the tenant space.

(5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.

Granting the requested Variance will not be detrimental to the public welfare or injurious to property or improvements within the zoning district or the surrounding neighborhood. The requested Variance is limited to nine (9) parking spaces and relates to the occupancy of an existing tenant space within an established commercial center. No physical modifications to the Property are proposed, and no additional intensity of development is requested.

The parking demand generated by the Synagogue is expected to be substantially less than that contemplated by the City's parking regulations. The Synagogue occupies only +/- 961 square feet, does not operate a school, and holds services on a limited schedule. Additionally, congregants customarily walk to services during Shabbat and Jewish holidays in accordance with their religious observances, reducing vehicle trips during many of the Synagogue's principal worship periods. At the City's request, the petitioner will record a cross-parking agreement with the adjacent property at 8625 Stirling Road, thereby making an additional sixty-eight (68) parking spaces available to serve the Center and the proposed Synagogue.

STAFF FINDING:

DRC Staff have no outstanding comments. Staff have determined that the variance application meets the sufficiency requirements and may be considered for approval based on the following findings:

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1. Granting the variance would be neither detrimental to the public nor injurious to properties in the general vicinity, as the variance is expected not to increase current parking demand or vehicular traffic.
2. The draft cross-parking agreement, which will provide overflow parking if needed, will be recorded upon approval of this petition.

CODE COMPLIANCE / OUTSTANDING VIOLATIONS:

This property has a current code enforcement violation. This Synagogue started and continues to operate without a Business Tax Receipt (BTR) and a Certificate of Occupancy (CO). The case has already been before the Special Magistrate.

Separate from this location, Rabbi Maoz Itshakov is involved in another buildout/operation at the Embassy Lakes Professional building, conducted without permits or a BTR. They are currently preparing the submittal and documentation for a Zoning Certificate of Use (ZCU).

PLANNING & ZONING BOARD RECOMMENDATION:

At the October 5, 2026, meeting, the Planning and Zoning Board recommended APPROVAL by a 8-0 vote.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

N/A

ALTERNATIVES:

If the variance is not approved, the proposed tenant could not obtain a Certificate of Occupancy to operate within that suite.

ATTACHMENTS:

1. Applications & Justification
2. Resolution 26-55
3. Draft Cross Parking Agreement
4. DRC Comments
5. Tenant Map

FILE COPY

Meeting Date: 10/27/2026 Item #4.

JUN 26 2026

CITY OF COOPER CITY
PLANNING DIVISION

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

GENERAL APPLICATION

ATTENTION: *Prior to submission of application, the Petitioner &/or Owner must schedule a pre-submittal meeting with the Community Development Staff to review the proposed project, and the submittal and processing requirements. The submittal dates for DRC and P&Z Board can be found on the City's website at: www.coopercityfl.org.*

FOR STAFF ONLY:
PETITION #: PZ 26-0301
DATE PETITION FILED: 3/30/26

Date of Pre-Submittal Meeting: February 25, 2026

Check ☑ type of application(s) for:

- ☐ Site Plan
- ☐ Site Plan Amendment
- ☐ Rezoning
- ☐ Plat or Plat Amendment
- ☐ Sign Package/ Sign Package Amendment
- ☐ Abandonment
- ☐ Certificate of Conformity
- ☐ Conditional Use
- ☐ Sign Waiver
- ☒ Other: Variance

INSTRUCTIONS TO APPLICANT:

1. Please complete all requested information on this application. If not applicable, indicate with N/A.
2. Provide specific Petition Application(s).
3. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. PROJECT NAME AND LOCATION

A. Project Name: Stirling Town Center Parking Variance

B. Project Address: 8631-8861 STIRLING ROAD, COOPER CITY FL 33328

C. Section: 33 Township: 50 SRange: 41 E Total Acreage or square feet of Subject Property: 5.9 acres

D. General Location Description (proximity to closest major intersection, in miles or fraction thereof): +/- 288 feet west of Northwest Corner of Stirling Road and S Pine Island

E. Folio Number(s): (If numerous Folio Numbers, list on a separate sheet and attach to this application).
504133061600

F. Brief Legal Description: COUNTRY ADDRESS 102-1 B PORTION OF PARCEL A WITH PORTION OF 35 CANAL AND PARCEL LABELED NOT INCLUDED, DESC AS COMM AT NE COR PAR A,W 293.87 TO POB, S 285, W 904.25,N 285,E 903.76 TO POB

II. LAND USE AND ZONING INFORMATION

A. Existing Zoning Designation: B-2, Planned Community Business Center District

B. Future Land Use Plan Designation: C- Commercial

C. Existing Use(s) on Property: Shopping Center

D. Proposed Use(s): Community Assembly (Place of Worship)

E. Other Land Use and Zoning conditions if applicable, i.e. approved variances, deed restrictions, previous conditions of approval:

Variance Petition #V10-1-10, Rezoning Z5-2-11 from B-1 to B-2

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Meeting Date: 10/27/2026 Item #4.

MAR 30 2026

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III. PROPERTY OWNER/APPLICANT/AGENT INFORMATION

Property Owner(s) of Record: Stirling Property Investment LLC

Address: 696 NE 125 ST City North Miami ST FL Zip 33161

Phone: Fax: E-Mail:

I am/We: Stirling Property Investment, LLC, do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application. I/We certify that the above statements and the statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application(s) attachments and fees become part of the official record of the Community Development Department of the City of Cooper City and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by the City of Cooper City in order to process this application(s).

(Signature of Owner) Yoram Izhak (Print Name)

STATE OF Florida COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 4TH day of March 20 26

By (Name of Person Acknowledging) Yoram Izhak She/he is personally known to me or has produced as identification and did/did not take an oath.

NOTARY PUBLIC SIGNATURE:

Name – Must be typed, printed, or stamped) Jeannie Castillo

My Commission Expires:

JEANNIE CASTILLO
Notary Public - State of Florida
Commission # HH 374360
My Comm. Expires Mar 15, 2027
Bonded through National Notary Assn.

Petitioner(s) if other than Owner):

Address: City ST Zip

Phone: Fax: E-Mail:

Agent (if other than Owner): Hope Calhoun, Esq.

Address: 14 SE 4th Street City Boca Raton ST FL Zip 33432

Phone: 561-405-3324 Fax: E-Mail: hcalhoun@miskelbackman.com

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All Correspondence will be sent to the Agent unless otherwise requested.

I am/we are the [X] Agent [ ] Petitioner [ ] Other _____

Signature(s) _____

STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2nd day of, March 20 26

By (Name of Person Acknowledging) Hope Calhoun She/he is personally known to me or has produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC SIGNATURE: _____

Name – Must be typed, printed, or stamped)

My Commission Expires:

KELLY G. QUINN
MY COMMISSION # HH 411200
EXPIRES: July 16, 2027

STAFF USE ONLY			
Petition #: PZ 26-070	Staff Intake By: JC VIA ACCELA	Intake Date:	3/30/26
Sufficiency Completed by:		Sufficiency Date:	

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VARIANCE APPLICATION

ATTENTION: *Prior to submission of application, the Petitioner &/or Owner must schedule a pre-submittal meeting with the Community Development Staff to review the proposed project, the submittal and processing requirements. The submittal dates for DRC and P&Z Board can be found on the City's website at: www.coopercity.gov. ALL ADVERTISING AND RECORDING FEES WILL BE THE RESPONSIBILITY OF THE APPLICANT.*

FOR STAFF ONLY:
PETITION # P 26-0301
DATE PETITION FILED: 3/30/26

Date of Pre-Submittal Meeting: 2/25/2026

INSTRUCTIONS TO APPLICANT:

1. Please complete all requested information on this application. If not applicable, indicate with N/A.
2. A completed Notarized General Application must accompany this application.
3. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. PROPERTY INFORMATION

ADDRESS OF PROPERTY AND GENERAL LOCATION INFORMATION:

8631-8861 STIRLING ROAD (8707 Variance Request); NW corner of Stirling/Pine Island Road

SIZE AND DIMENSIONS OF PROPERTY:

+/- 5.9 Acres

III. VARIANCE REQUEST(S)

Attach Separate Sheet(s) if More Space is Needed.

CODE SECTION	REQUIREMENT	REQUEST	DEGREE OF DEVIATION
25-4	One space per 100 square feet (9 Spaces)	9 spaces	+ 9 spaces

IV. ADJACENT PROPERTIES

Adjacent Property	Land Use Plan Designation	Zoning Designation	Existing Use(s) of Property
NORTH	L-3	R-1-B	Residential
SOUTH	Irregular (3.633)	PMUD	Residential
EAST	C	B-2	Commercial
WEST	L-3	R-1-B	Residential

V. VARIANCE CRITERIA

Please address each of the following review criteria in an attached justification statement.

(a) Special and unique conditions exist which are peculiar to the petitioner's case and which are not generally applicable to other property located in the zoning district.

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(b) The special and unique conditions are not directly attributable to the actions of the petitioner.

(c) The literal interpretation of the zoning code, as applied to the petitioner, would deprive the petitioner of rights commonly enjoyed by the owners of other property in the zoning district.

(d) The variance granted is the minimum variance necessary for the petitioner to make reasonable use of the property.

(e) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.

(f) Granting the variance is not contrary to the objectives of the Comprehensive Plan as adopted April 6, 1989 by the Cooper City Commission.

VI. SUBMITTAL CHECKLIST

QTY	REQUIRED	YES (√)
1	Completed Original General Application	☑
1	Completed Original Variance Application	☑
1	Certificate of Title, property deed or other proof of ownership	☑
14	Surveys and 1 Signed & Sealed Survey	☑
14	Architectural Plans (if applicable – check with staff)	☐
14	Site Plans	☑
14	Aerials Photos of subject site clearly delineating site boundary lines.	☑
14	Subject Site Maps clearly delineating site boundary lines with adjacent and nearby street names labeled.	☑
14	Justification Statements	☑
1	List of names & addresses of property owners in the 700' radius	☐
1	Sets of Mailing Envelopes (with labels already on the envelopes)	☐
1	Radius Map from Property Appraisers Office showing 700' radius on tax map.	☐

SUBMITTED SEPARATELY

VI. STAFF USE ONLY

Petition #: P26-0307	Staff Intake By: J.C. VIA ACCELA	Intake Date:	3/30/26
Sufficiency Completed by:		Sufficiency Date:	

VIII. COOPER CITY CODE

Sec. 23-153. Variance.

(a) *Purpose and intent.* For purposes of this section, "variance" shall mean a modification of the zoning district regulations when such variance will not be contrary to the public interest and when, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship.

(b) *Applicability.* A variance is authorized only for height, area, size of structure or size of yards and open spaces, and off-street parking and loading requirements. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance nor shall a variance be granted because of the presence of non-conformities in the zoning district or classification or in adjoining zoning districts or classifications.

(1) Use variance. The establishment or expansion of a use otherwise prohibited in the zoning district may be permitted by variance provided that the characteristics of the site (for example, the presence of jurisdictional wetlands, environmentally-sensitive lands) or other pre-existing uses on the site or adjacent thereto would serve to preclude the development of the property within the permitted uses allowed in the applicable zoning district.

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Applicants for use variances shall submit with their application, a statement from a Florida registered engineer explaining the unique circumstances of the site which would preclude alternate development within the permitted uses of the zoning district.

(c) *Application.* Any person applying for a building permit found to be in non-conformance to the city zoning code may apply for a variance from the existing zoning regulations of the city if found to be in accordance with subsection (b) above, and the procedures for requesting a variance which are set forth as follows:

(1) Clear architectural plans and site plan shall be submitted, prior to variance application, to the building department, in such detail that all required variances to the city code may be determined by city staff.

(2) The building department shall issue to the applicant in writing a letter indicating:
a. Administrative denial of application for a building permit;
b. That the city has received plans in such detail as to enable determination of all required variances to specific sections of the city code;
c. A specific list of variances required in order for the plans to be in complete compliance with the city code.

(3) Filing of variance application shall be in duplicate, on forms to be supplied by the city, with the city clerk. The application must be accompanied by the letter required in subsection (2) above, and shall include the following:
a. Name of applicant;
b. Applicant's relation to the property involved;
c. The legal description of the property;
d. The variance(s) from existing regulations requested;
e. The hardship for requesting the variance(s).
f. A copy of the administrative denial from the building department.

(4) Each application for a variance shall be accompanied by a fee (refer to fee schedule), payable to the city. Said fee shall be nonrefundable, provided, however, the city commission shall have the authority to direct the refunding of said fee in their sole and exclusive discretion.

(ci) *Scheduling of public hearings.* Upon receipt of the application the city clerk shall docket same for a public hearing to be held for review and recommendation by the planning and zoning board at the next regular meeting of the planning and zoning board, which shall be at least twenty-five (25) days subsequent to the date of the filing of the application. The city clerk shall docket same for a public hearing to be held by the city commission at the next regular or special meeting of the city commission, which shall be at least twenty-five (25) days subsequent to the date of the filing of the recommendation by the planning and zoning board.

(cii) *Notification.*

(1) Notice of each meeting shall be published by the city clerk in a newspaper of general circulation in the city, which notice shall be published once, with the dates of the respective meetings.

(2) The city clerk shall send notice of the aforesaid planning and zoning board meeting and city commission public hearing by first class United States mail to each owner of real property located within seven hundred (700) feet of the property on which the variance is requested. Notice of said meetings shall also be sent, via certified mail, to the petitioner.

(3) Notice of each public hearing shall be posted in a conspicuous place in the city hall at least fifteen (15) days prior to the date of the hearing.

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RECEIVED
Meeting Date: 10/27/2026 Item #4.
MAR 30 2026
CITY OF COOPER CITY
PLANNING DIVISION

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

(f) *Planning and zoning board action.* The planning and zoning board shall consider the application for the variance at the meeting docketed by the city clerk, and may recommend approval of the variance as requested, recommend approval as amended, recommend disapproval or table the variance.

(g) *City commission action.* The city commission shall consider the application for the variance at the hearing docketed by the city clerk, and the approval of the variance as requested or as amended by the commission shall only be on the affirmative vote of at least three (3) members of the commission.

(h) *Expiration of approval.* Any variance authorized by the city commission shall expire ninety (90) days after the date of action on the variance by the city commission unless building permit, based upon and incorporating the variance, is issued within the aforementioned ninety (90) day period.

(i) *Reapplication.* Upon rejection by the city commission of any application for a change, exception, and/or variance in existing zoning ordinances and regulations as same affects a specific lot, piece or parcel of land in the city, a period of not less than twelve (12) months shall elapse before the city commission will accept other, further, or new applications for the same change, exception, and/or variance, regardless of the identity of the petitioner.

(Ord. 95-4-2, § 1, 4-11-95)

Sec. 23-154. Additional fees for rezonings and variances.

In addition to all other fees required in connection with an application for a zoning change or an application for a granting of a variance, the applicant shall pay unto the city the actual cost incurred by the city in the completion of the ownership search of adjacent property owners who are required to receive notification of the application, the cost of publication of the notice and the cost of mailing and duplicating the notice. The city shall upon a determination of the exact cost as aforesaid forthwith notify the applicant of the costs incurred or to be incurred as hereinabove set forth and may defer any further action upon the application for rezoning or for a variance until the aforesaid costs have been paid in full, which costs shall be determined to be a part of the application fee, and in addition to any amount otherwise required. The city may, as a condition precedent to taking any action on the application, require the posting of a deposit in an amount estimated by the city to be the costs to be incurred as aforesaid. All funds received hereunder shall be receipted and deposited in the same manner as the application fee heretofore required on the applications for rezoning and/or granting of variances.

(Ord. No. 03-1-4, § 1, 1-28-03)
Rev. Suppl. No 5 (July, 2003)

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MISKEL BACKMAN LLP

BONNIE MISKEL • SCOTT BACKMAN • ERIC COFFMAN • HOPE CALHOUN
DWAYNE DICKERSON • ELE ZACHARIADES • CHRISTINA BILENKI
DAVID MILLEDGE • SARA THOMPSON • JEFFREY SCHNEIDER

Stirling Town Center Synagogue
Parking Variance
June 26, 2026
REVISED: July 27, 2026

Stirling Property Investment LLC ("Petitioner") is the owner of the +/- 5.00 acre property located at 8631-8861 Stirling Road (folio: 504133061600) ("Property"), which is generally located at the northwest corner of Stirling Road and South Pine Island Road in the City of Cooper City ("City"). The Property has a future land use designation of Commercial, is zoned B-2, Planned Community Business Center District, and is developed with the +/- 53,857 square foot Stirling Town Center ("Center"). The Petitioner proposes to lease +/- 961 square feet of vacant space within the Center to Eliyahu Hanavi Sephardic Synagogue ("Synagogue").

The Center has a long history of operating pursuant to parking relief granted by the City. When the Center originally obtained site plan approval, the then-owner voluntarily elected to classify the development as a retail center rather than a shopping center because a shopping center classification would have required substantially more parking at a ratio of one (1) parking space per 150 square feet, whereas the retail center classification required one (1) parking space per 200 square feet. While that decision reduced the parking obligation for the Center, it also limited the range of tenants that could occupy the Property. As ownership of the Center changed over time, the City worked with the property owners to maintain a viable tenant mix and support the long-term success of the Center. Accordingly, in 2011, the City approved Variance Petition No. V10-1-10 ("2011 Variance"), which authorized the Center to accommodate a broader range of tenants while maintaining the existing parking supply of 284 spaces and the established ratio of one (1) parking space per 200 square feet. In recommending approval of the 2011 Variance, City staff specifically recognized that a more diverse tenant mix would contribute to the success of the Center and provide desired services to the surrounding community.

The proposed Synagogue will occupy +/- 961 square feet of vacant tenant space within the Center and provide religious and community services to area residents. As a result of the parking framework established on the Property, the addition of the Synagogue increases the required parking for the Center from 284 spaces to 293 spaces. Accordingly, the Petitioner requests a variance of nine (9) parking spaces ("Variance").

The requested Variance is limited and reflects the unique operational characteristics of the Synagogue. The Synagogue will serve as a place where only religious services will be held. Religious services will be held Sunday through Friday from 7:30 a.m. to 8:45 a.m. and on Saturdays from 9:00 a.m. to 12:00 p.m. and 6:00 p.m. to 9:00 p.m. These operating hours generally occur outside of the Center's peak commercial hours, thereby reducing the potential for parking conflicts between the Synagogue and the retail tenants. Additionally, during Shabbat (every Friday evening at sundown until Saturday after nightfall) and Jewish holidays, congregants customarily walk to services in accordance with their religious observances rather than travel by automobile. Accordingly, the actual parking demand generated during many of the Synagogue's principal worship services is likely less than the demand reflected in the parking requirement applicable to the Property. Furthermore, at the City's request, the Petitioner will record a cross-parking agreement with the adjacent property located at 8625 Stirling Road, which is also under common

ownership. The cross-parking agreement will make an additional sixty-eight (68) parking spaces available to accommodate any occasional overflow demand.

As demonstrated below, the requested Variance satisfies each of the applicable variance criteria and should therefore be approved.

(1) Special and unique conditions exist which are peculiar to the Petitioner's case and which are not generally applicable to other property located in the zoning district.

Special and unique conditions exist that are peculiar to the Property and are not generally applicable to other properties within the B-2 zoning district. The Property has a unique approval history resulting from its original parking classification and the subsequent approval of the 2011 Variance. When the Center was originally approved, it was developed as a retail center rather than a shopping center, which reduced the parking requirement applicable to the Property when it was built but also limited the range of tenants that could occupy the Center. Recognizing the need for greater flexibility, the City approved the 2011 Variance to allow the Center to accommodate a broader range of tenants without having to increase the existing number (284) of parking spaces and satisfy its parking requirements at a ratio of one (1) parking space per 200 square feet.

Application of the parking framework applicable to the Property results in a technical deficiency of nine (9) parking spaces for the proposed Synagogue. This circumstance arises from the Property's unique approval history and existing parking configuration, which are not generally applicable to other properties within the B-2 zoning district. Additionally, at the City's request, the Petitioner will record a cross-parking agreement with the adjacent property located at 8625 Stirling Road, which is also under common ownership. This unique circumstance provides an additional sixty-eight (68) parking spaces that are not otherwise available to most similarly situated commercial properties and further distinguishes the Property from other properties within the B-2 zoning district.

(2) The special and unique conditions are not directly attributable to the actions of the petitioner.

The special and unique conditions described above are not directly attributable to the actions of the Petitioner. Rather, they result from the Property's longstanding approval history, prior to the Petitioner's ownership. The Center was originally developed as a retail center rather than a shopping center, which reduced the parking requirement applicable to the Property while limiting the range of tenants that could occupy the Center. Recognizing the need for greater flexibility, the City subsequently approved the 2011 Variance, allowing the Center to accommodate a broader range of tenants while maintaining the existing parking supply and satisfying its parking requirements at a ratio of one (1) parking space per 200 square feet.

As a result, the Property operates pursuant to a unique set of development approvals and parking requirements that predate both the Petitioner's ownership of the Property and the Synagogue's proposed occupancy of the tenant space. The requested Variance is therefore necessitated by circumstances that were not created by either the Petitioner or the Synagogue.

(3) The literal interpretation of the zoning code, as applied to the petitioner, would deprive the petitioner of rights commonly enjoyed by the owners of other property in the zoning district

The Property has operated pursuant to a reduced parking framework approved by the City for more than a decade. Through approval of the 2011 Variance, the City recognized that the Center could accommodate a broader range of tenants while maintaining its existing parking supply and authorized the Center to satisfy its parking requirements at a ratio of one (1) parking space per 200 square feet.

A literal application of that parking framework to the proposed Synagogue results in a deficiency of nine (9) parking spaces. Denial of the requested Variance would prevent occupancy of an existing vacant tenant space despite the Center's longstanding operation under the reduced parking framework established by the City. As a result, the Petitioner would be deprived of the ability to utilize and lease the Property in a manner consistent with the development approvals applicable to the Center.

(4) The variance granted is the minimum variance necessary for the petitioner to make reasonable use of the property.

The requested Variance is the minimum variance necessary to allow reasonable use of the Property. The Petitioner is seeking relief for nine (9) parking spaces to allow occupancy of an existing vacant tenant space by the Synagogue. The actual parking demand generated by the Synagogue is expected to be substantially less than that contemplated by the City's parking regulations. The Synagogue occupies only +/- 961 square feet, does not operate a school, and conducts services on a limited schedule. In addition, congregants customarily walk to services during Shabbat and Jewish holidays in accordance with their religious observances, thereby reducing parking demand during many of the Synagogue's principal worship periods.

Additionally, at the City's request, the Petitioner will record a cross-parking agreement with the adjacent property located at 8625 Stirling Road, which contains sixty-eight (68) additional parking spaces. The cross-parking agreement will ensure those spaces are available to accommodate any occasional overflow demand. Given the limited nature of the request, the operational characteristics of the Synagogue, and the availability of additional parking on the adjacent property, the requested Variance represents the minimum relief necessary to allow occupancy of the tenant space.

(5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved

Granting the requested Variance will not be detrimental to the public welfare or injurious to property or improvements within the zoning district or surrounding neighborhood. The requested Variance is limited to only nine (9) parking spaces and relates to the occupancy of an existing tenant space within an established commercial center. No physical modifications to the Property are proposed and no additional intensity of development is being requested.

The actual parking demand generated by the Synagogue is expected to be substantially less than that contemplated by the City's parking regulations. The Synagogue occupies only +/- 961 square feet, does not operate a school, and conducts services on a limited schedule. Additionally, congregants customarily walk to services during Shabbat and Jewish holidays in accordance with their religious observances, reducing vehicle trips during many of the Synagogue's principal worship periods. At the City's request, the Petitioner will record a cross-parking agreement with the adjacent property located at 8625 Stirling Road, thereby making an additional sixty-eight (68) parking spaces available to serve the Center and the proposed Synagogue.

(6) Granting the variance is not contrary to the objectives of the Comprehensive Plan as adopted April 6, 1989 by the Cooper City Commission.

FLU Element

Goal 1: Growth and development in Cooper City shall be planned to achieve a quality community which is sensitive to the uniqueness of Southwest Broward County's environment and also provides for the fullest needs of its residents.

The proposed Synagogue will provide a community-serving use that meets the religious and spiritual needs of Cooper City residents. By occupying an existing vacant tenant space within the Center, the Synagogue will contribute to the continued vitality of the Property while providing residents with a place for worship, prayer, and religious education without requiring any expansion of the existing development.

Policy 1.1.2 The City shall allow those uses permitted within each land use category listed in this Future Land Use Element for each parcel in the city so designated on the adopted Future Land Use Map.

The proposed Synagogue is a permitted use on property designated Commercial on the Future Land Use Map and will occupy an existing tenant space within the Center. Approval of the requested Variance will allow the Property to continue accommodating uses contemplated by the adopted Future Land Use Element.

Policy 1.11.4: The City's Land Development Code shall include regulations that address controlled access to adjacent traffic circulation facilities, the provision of adequate on-site traffic circulation and off-street parking for existing and planned commercial development.

The requested Variance will not alter access to the Property or the existing on-site circulation pattern within the Center. Additionally, at the City's request, the Petitioner will record a cross-parking agreement with the adjacent property located at 8625 Stirling Road, making an additional sixty-eight (68) parking spaces available to accommodate any occasional overflow demand.

Policy 1.11.6: The City shall implement land development regulations necessary to achieve safe and convenient on-site traffic circulation and adequate off-street parking.

The requested Variance will not affect the existing on-site circulation pattern within the Center. At the City's request, the Petitioner will record a cross-parking agreement with the adjacent property located at 8625 Stirling Road, which is also under common ownership. The cross-parking agreement will make an additional sixty-eight (68) parking spaces available to serve the Property, thereby ensuring adequate off-street parking is available for the proposed Synagogue and the existing tenants of the Center.

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Meeting Date: 10/27/2026 Item #4.

JUN 26 2026

CITY OF COOPER CITY
PLANNING DIVISION

This instrument prepared by:

HOPE CALHOUN
MISKEL BACKMAN LLP
5550 GLADES ROAD, SUITE 620
BOCA RATON, FLORIDA 33432

CROSS-ACCESS AGREEMENT

This Cross Parking Agreement ("**Agreement**") is made and entered into as of _____, 2026 ("**Effective Date**"), by and between WG at Stirling LLC, a Florida limited liability company, whose mailing address is 696 NE 125 Street, North Miami, Florida 33161 ("**Parcel 1 Owner**"), and Stirling Property Investment, LLC, a Florida limited liability company, whose mailing address is 696 NE 125 Street, North Miami, Florida 33161 ("**Parcel 2 Owner**"). Parcel 1 Owner and Parcel 2 Owner may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Parcel 1 Owner is the owner of certain real property located in Cooper City ("City"), Broward County, Florida, commonly known as 8637-8735 Stirling Road (folio number: 504133061600), more particularly described on **Exhibit "A"** attached hereto ("**Parcel 1**"). Parcel 1 is improved with the commercial shopping center known as Stirling Town Center ("**Center**"); and

WHEREAS, Parcel 2 Owner is the owner of certain real property located in Cooper City, Broward County, Florida, commonly known as 8625 Stirling Road, (folio number: 504133061601), more particularly described on **Exhibit "B"** attached hereto ("**Parcel 2**"). Parcel 2 is improved with a currently occupied retail building and associated parking; and

WHEREAS, Parcel 1 Owner has requested parking variance approval ("Variance") from the City in connection with the proposed lease and occupancy of +/- 1,808 square feet of tenant space within the Center by Eliyahu Hanavi Sephardic Synagogue for Parcel 1 ("**Synagogue Use**"); and

WHEREAS, the Variance relates to a parking deficiency of nine (9) parking spaces resulting from the Synagogue Use on Parcel 1, and Parcel 1 Owner has advised the City that additional parking is available within the Parcel 2 parking area that can accommodate occasional overflow parking demand associated with the Synagogue Use; and

WHEREAS, Parcel 2 is directly adjacent to Parcel 1 and contains +/- sixty-eight (68) parking spaces, as depicted on the survey attached hereto as **Exhibit "C"**, that may be used for occasional overflow parking by occupants, invitees, customers, congregants, employees, contractors, licensees, and guests of Parcel 1, subject to the terms and conditions of this Agreement.

WHEREAS, the Parties desire to create a non-exclusive cross-parking right benefiting Parcel 1 and burdening Parcel 2 for the limited purpose described in this Agreement, and to provide that the rights and obligations set forth herein run with title to the parcels to the extent provided herein.

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NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and Ten dollars ($10.00) and other good and valuable considerations, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein and made a part of this Agreement.

2. Grant of Non-Exclusive Cross-Parking Rights. Parcel 2 Owner hereby grants and conveys to Parcel 1 Owner and its respective successors, successors-in-title, and assigns, and the tenants, customers, employees, licensees and invitees of such parties, for the benefit of Parcel 1, a non-exclusive easement and license over, across, and upon the parking areas, drive aisles, points of ingress and egress, and related paved vehicular areas located on Parcel 2, as they may exist from time to time, for the purpose of vehicular and pedestrian access, parking, circulation, and related incidental use by Permitted Users, as defined below, in accordance with this Agreement (the "Cross-Parking Rights").

The Cross-Parking Rights are intended to supplement parking available on Parcel 1 in connection with the Synagogue Use and the City of Cooper City parking variance request. The Cross-Parking Rights do not grant Parcel 1 Owner exclusive control over any particular parking space on Parcel 2 unless the Parties later agree in writing to designate specific spaces.

3. Permitted Users. For purposes of this Agreement, "Permitted Users" means the owners, tenants, subtenants, occupants, customers, congregants, invitees, employees, agents, contractors, licensees, guests, and visitors of Parcel 1, including users associated with the Synagogue Use.

4. Number of Available Spaces. Subject to the terms of this Agreement, up to sixty-eight (68) parking spaces located on Parcel 2 shall be available for use by Permitted Users when needed to accommodate overflow parking demand from Parcel 1. The Parties acknowledge that the Cross-Parking Rights are intended to satisfy, in whole or in part, conditions or requirements imposed by the City in connection with Parcel 1 Owner's parking variance request for the Synagogue Use.

5. Non-Exclusive Use; No Reserved Spaces. Unless otherwise required by the City or agreed by the Parties in a recorded amendment to this Agreement, the parking rights granted herein are non-exclusive and non-reserved. Parcel 2 Owner and the tenants, customers, employees, invitees, and users of Parcel 2 may continue to use the parking areas of Parcel 2 in common with the Permitted Users.

6. Hours and Manner of Use. The Cross-Parking Rights may be exercised during the hours when overflow parking is reasonably needed for Parcel 1, including in connection with services, events, and activities associated with the Synagogue Use. Parcel 1 Owner shall use commercially reasonable efforts to cause Permitted Users to use Parcel 2 in a lawful, orderly, and non-disruptive manner and not to interfere unreasonably with the business operations,

access, loading, fire lanes, accessible parking spaces, drive aisles, or customer parking needs of Parcel 2.

7. Compliance with Laws and Posted Rules. Each Party shall comply with applicable federal, state, county, and municipal laws, codes, ordinances, approvals, permits, and governmental requirements relating to its parcel. Permitted Users shall comply with reasonable, non-discriminatory rules and signage applicable to parking and circulation on Parcel 2, provided that such rules and signage do not materially impair the Cross-Parking Rights granted under this Agreement or conflict with any City approval requiring availability of the parking spaces.

8. Maintenance and Repairs. Parcel 2 Owner shall maintain the parking areas, drive aisles, accessways, lighting, striping, signage, drainage facilities, and related improvements on Parcel 2 in substantially the same manner as Parcel 2 maintains such areas for its own use and for the use of its tenants and invitees, ordinary wear and tear excepted. Nothing in this Agreement requires Parcel 2 Owner to construct additional parking spaces or improvements unless required by applicable governmental approval and expressly agreed by Parcel 2 Owner in writing.

9. Costs and Expenses. Except as otherwise expressly provided in this Agreement, each Party shall bear its own costs and expenses relating to its parcel. The Parties do not intend by this Agreement to create any obligation by Parcel 1 Owner to pay rent, parking fees, maintenance charges, taxes, assessments, or operating expenses to Parcel 2 Owner for the Cross-Parking Rights, unless the Parties enter into a separate written amendment stating otherwise.

10. Insurance. Each Party shall maintain commercially reasonable liability insurance and property damage insurance for its respective parcel and operations, which includes coverage against claims for any injury, death, or damage to persons or property occurring on, in or about each Party's respective parcel in amounts customarily maintained by owners of similar commercial properties in Broward County, Florida. Upon reasonable written request, each Party shall provide the other Party with evidence of such insurance. The insurance required under this section may be maintained through blanket policies, provided that such policies afford coverage for the applicable parcel.

11. Indemnification. To the fullest extent permitted by Florida law, Parcel 1 Owner shall indemnify, defend, and hold harmless Parcel 2 Owner and its members, managers, officers, employees, agents, successors, and assigns from and against claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of bodily injury, death, or property damage caused by the negligent or wrongful acts or omissions of Parcel 1 Owner or Permitted Users in connection with the exercise of the Cross-Parking Rights, except to the extent caused by the negligence or willful misconduct of Parcel 2 Owner or its tenants, employees, agents, contractors, licensees, invitees, successors, or assigns.

To the fullest extent permitted by Florida law, Parcel 2 Owner shall indemnify, defend, and hold harmless Parcel 1 Owner and its members, managers, officers, employees, agents, successors, and assigns from and against claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of bodily injury, death, or property damage caused by the negligent or wrongful acts or omissions of Parcel 2 Owner or its tenants, employees, agents, contractors, licensees, invitees, successors, or assigns in connection with Parcel 2, except to the extent caused by the negligence or willful misconduct of Parcel 1 Owner or Permitted Users.

12. No Public Dedication. Nothing in this Agreement shall be deemed or construed as a dedication of any portion of Parcel 1 or Parcel 2 to the public or for public use. The rights granted herein are private property rights between the Parties and their respective successors and assigns, subject to any rights of the City of Cooper City arising under applicable approvals or conditions of approval.

13. No Landlord-Tenant Relationship. This Agreement does not create a lease, tenancy, partnership, joint venture, agency relationship, or other possessory interest in favor of Parcel 1 Owner or any Permitted User. The Cross-Parking Rights are non-exclusive easement and license rights appurtenant to Parcel 1, as provided herein.

14. Covenants Running with the Land. The rights, easements, covenants, restrictions, and obligations provided for herein shall be effective upon execution of this Agreement by the parties hereto. The easements provided for herein shall run with the land and shall burden te Parcel 2 and benefit Parcel 1 . This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-title, transferees, tenants, mortgagees, and assigns, and shall remain in full force and effect and shall be unaffected by any change in ownership of Parcel 1 or Parcel 2, or any portion thereof, or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein..

15. Recording. This Agreement shall be recorded in the Public Records of Broward County, Florida, at Parcel 1 Owner's expense, no more than 30 days after the Variance is approved. The Parties intend that recording of this Agreement provide notice of the Cross-Parking Rights and support the Variance request.

16. Mortgagee Protection. Each Party represents that, to its actual knowledge, the execution and recording of this Agreement does not violate any mortgage, deed of trust, loan document, lease, declaration, reciprocal easement agreement, covenant, restriction, or other recorded instrument affecting its parcel. If any mortgagee, lienholder, or other holder of an interest in either parcel must consent to this Agreement for the Agreement to be effective, the applicable Party shall use commercially reasonable efforts to obtain such consent and, if

requested by the other Party or the City of Cooper City, to record such consent in the Public Records of Broward County, Florida.

17. Existing Easements and Restrictions. This Agreement is subject to all matters of record affecting Parcel 1 and Parcel 2, including existing reciprocal easement agreements, access easements, utility easements, covenants, restrictions, and governmental regulations. The Parties shall not use their respective parcels in a manner that materially interferes with the Cross-Parking Rights granted herein, except as required by applicable law or by matters of record having priority over this Agreement.

18. Cooper City Variance Condition. The Parties acknowledge that this Agreement is being entered into in connection with Parcel 1 Owner's Variance.

19. Term. This Agreement shall commence on the Effective Date and shall continue in perpetuity unless terminated in accordance with this Agreement.

20. Termination. This Agreement may be terminated only by a written instrument executed by the then-current owners of both Parcel 1 and Parcel 2 and recorded in the Public Records of Broward County, Florida.

21. Relocation or Reconfiguration of Parking Areas. Parcel 2 Owner may reconfigure, restripe, repair, resurface, reconstruct, or alter the parking areas and drive aisles on Parcel 2 from time to time, provided that such work does not permanently reduce the number of parking spaces available under this Agreement below sixty-eight (68) spaces without Parcel 1 Owner's prior written consent and any required approval from the City. Temporary closures for maintenance, repair, resurfacing, emergencies, casualty, governmental requirements, or safety reasons shall not constitute a breach of this Agreement, provided Parcel 2 Owner uses commercially reasonable efforts to minimize unreasonable interference with the Cross-Parking Rights.

22. Default and Cure. If either Party fails to perform a material obligation under this Agreement, the non-defaulting Party shall provide written notice describing the default in reasonable detail. The defaulting Party shall have thirty (30) days after receipt of notice to cure the default; provided, however, that if the default cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be in default if it commences cure within such thirty (30) day period and diligently pursues the cure to completion. No notice or cure period shall be required for emergencies or circumstances requiring immediate action to prevent bodily injury, property damage, violation of law, or material impairment of access or parking rights.

23. Remedies. The Parties acknowledge that a breach of this Agreement may cause irreparable harm for which money damages may be inadequate. Accordingly, in addition to any other remedies available at law or in equity, the non-defaulting Party may seek specific

performance, injunctive relief, declaratory relief, damages, and any other remedy available under Florida law. No remedy shall be exclusive unless expressly stated herein.

24. Attorneys' Fees. In any action or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, paralegal fees, expert fees, court costs, and litigation expenses, including fees and costs incurred at trial, on appeal, in bankruptcy, and in post-judgment proceedings.

25. Notices. All notices, demands, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth below, or to such other address as a Party may designate by written notice.

If to Parcel 1 Owner:	**WG at Stirling LLC** 696 NE 125 Street North Miami, Florida 33161 Attn: _____
If to Parcel 2 Owner:	**Stirling Property Investment, LLC** 696 NE 125 Street North Miami, Florida 33161 Attn: _____
With a copy to:	**Miskel Backman LLP** 14 SE 4th Street Boca Raton, Florida 33432 Attn: Hope Calhoun, Esq. Email: hcalhoun@miskelbackman.com

26. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts-of-law principles. Venue for any action arising out of or relating to this Agreement shall lie in the state courts located in Broward County, Florida, unless exclusive federal jurisdiction applies.

27. Further Assurances. Each Party shall execute and deliver such further documents and take such further actions as may be reasonably necessary to carry out the intent of this Agreement, including documents reasonably requested by the City, Broward County, a title insurer, or a mortgagee to evidence, confirm, or implement the Cross-Parking Rights granted herein.

28. Estoppel Certificates. Within ten (10) business days after written request from the other Party, a Party shall execute and deliver a commercially reasonable estoppel certificate

confirming, to the best of such Party's knowledge, whether this Agreement remains in effect, whether any default exists, and such other matters reasonably requested in connection with a sale, financing, leasing, governmental approval, or title matter affecting either parcel.

29. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, provided that the essential purposes of this Agreement are not defeated.

30. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties concerning the Cross-Parking Rights and supersedes all prior oral or written agreements, understandings, or communications concerning the subject matter hereof. This Agreement may be amended only by a written instrument executed by the then-current owners of Parcel 1 and Parcel 2 and recorded in the Public Records of Broward County, Florida.

31. No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is asserted. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

32. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic, PDF, and facsimile signatures may be used for exchange of execution copies; however, original signatures and notarial acknowledgments may be required for recording in the Public Records of Broward County, Florida.

33. Interpretation. The headings in this Agreement are for convenience only and shall not affect interpretation. The terms **"including"** and **"include"** mean including without limitation. This Agreement shall be construed as if drafted jointly by the Parties and not strictly for or against either Party.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Parcel 1 Owner:

_____
Witness 1

_____
Print Name of Witness 1

WG AT STIRLING LLC, a Florida limited liability company

By: _____
Print Name: _____
Title: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, as _____ of WG AT STIRLING LLC, a Florida corporation, limited partnership, on behalf of the entity. He/She [ ] is personally known to me or [ ] has produced _____ as identification.

_____

My commission expires:

Notary Public

Print Name: _____

Signed, sealed and delivered in the presence of:

Parcel 2 Owner:

_____
Witness 1

_____
Print Name of Witness 1

STIRLING PROPERTY INVESTMENT, LLC, a Florida limited liability company

By: _____
Print Name: _____
Title: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, as _____ of STIRLING PROPERTY INVESTMENT, LLC., a Florida corporation, limited partnership, on behalf of the entity. He/She [ ] is personally known to me or [ ] has produced _____ as identification.

_____

My commission expires:

Notary Public

Print Name: _____

Exhibit "A"
Parcel 1 Legal Description

A portion of Parcel "A" and a portion of the 35 foot Canal right-of-way all as shown on COUNTRY ADDRESS, according to the Plat thereof as recorded in Plat Book 102, Page 1, Public Records of Broward County, Florida, together with that parcel of land labeled "NOT INCLUDED" and shown on Sheet 3 of 3, of said COUNTRY ADDRESS, and described in Official Records Book 7643, Page 378, Public Records of Broward County, Florida, all being more particularly described as follows:

Commence at the Northeast corner of said Parcel "A"; Thence South 89 degrees 56 minutes 15 seconds West, on the North line of said Parcel "A", a distance of 293.87 feet to the POINT OF BEGINNING. Thence South 00 degrees 05 minutes 46 seconds East on a line 293.87 feet West of and parallel with the East line of said Parcel "A", a distance of 285.00 feet to the intersection with the South line of said 35-foot Canal right-of-way and the North right-of-way line of Stirling Road as dedicated by said COUNTRY ADDRESS; thence South 89 degrees 56 minutes 15 seconds West on said South line of the 35-foot Canal right-of-way and said North right-of-way line of Stirling Road, a distance of 904.24 feet to the intersection with the Southerly projection of the West line of said Parcel "A"; thence North 00 degrees 00 minutes 03 seconds East, on said Southerly projection and on said West line of Parcel "A", a distance of 285.00 feet to the Northwest corner of said Parcel "A"; thence North 89 degrees 56 minutes 15 seconds East on the North line of said Parcel "A", a distance of 903.76 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida.

Exhibit "B"
Parcel 2 Legal Description

A portion of Parcel "A" and a portion of the 35-foot Canal right-of-way, as shown on COUNTRY ADDRESS, according to the Plat thereof, as recorded in Plat Book 102, Page 1, Public Records of Broward County, Florida, together with a portion of Tract 58-A of EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION of Section 33, Township 50 South, Range 41 East, according to the Plat thereof as recorded in Plat Book 3, Page 67, Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Begin at the Northeast corner of Parcel "A"; thence South 00 degrees 05 minutes 46 seconds East on the East line of said Parcel "A" and its Southerly projection, and the West right-of-way line of Pine Island Road, a distance of 214.99 feet; thence South 44 degrees 55 minutes 15 seconds West, a distance of 98.99 feet to a point on the North right-of-way line of Stirling Road; thence South 89 degrees 56 minutes 15 seconds West, on the North right-of-way line of Stirling Road, a distance of 223.86 feet; thence North 00 degrees 05 minutes 46 seconds West on a line lying 293.87 feet West of and parallel with the East line of Parcel "A", a distance of 285.00 feet to a point on the North line of said Parcel "A"; thence North 89 degrees 56 minutes 15 seconds East on said North line of Parcel "A", a distance of 293.87 feet to the POINT OF BEGINNING.

Exhibit "C"
Parking Plan

RESOLUTION NO. 26-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, GRANTING THE REQUEST FOR VARIANCE PETITION #PZ26-0301 SUBMITTED BY STIRLING PROPERTY INVESTMENT LLC FOR THE PROPERTY GENERALLY LOCATED AT 8631-8861 STIRLING ROAD, COOPER CITY, FLORIDA, TO INCREASE THE REQUIRED PARKING FOR THE PROPERTY FROM 284 SPACES TO 293 SPACES; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stirling Property Investment, LLC, through its agent, Hope Calhoun, Esq. (the "Applicant"), filed an application for a variance from Section 25-4 of the Code of Ordinances (the "Code") to increase the parking requirement for the location from 284 spaces to 293 spaces as required by Sec. 25-4 of the Code of Ordinances for the property generally located 8631-8861Stirling Road, Cooper City, Florida; and

WHEREAS, a Public Hearing on this request was held by the Planning & Zoning Board on October 5, 2026, 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 attached hereto as Exhibit "A," and recommends approval of the requested variance; and

WHEREAS, public notice was provided in accordance with law; and

WHEREAS, the City Commission has reviewed the Applicant's request and considered the recommendation of the City's professional staff and the Planning and Zoning Board and finds that granting the Applicant's request for a variance is in the best interests of the citizens and residents of the 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.

Section 2: Approval. That the Applicant's request (#PZ26-0301) is hereby approved and in accordance with Section 23-153 of the Code of Ordinances of the City of Cooper City, as reflected on Exhibit "A", attached hereto and made a part hereof by this reference, a variance is granted from Section 25-5 of the Code of Ordinances (the "Code"), to increase the required parking from 284 spaces to 293 spaces for the property generally located at 8631-8861Stirling Road, Cooper City, Florida.

Section 3: Conditions. All applicable state and federal permits must be obtained before commencement of the development.

Section 4: 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 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.

PASSED AND ADOPTED this 27th day of October, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ, CITY ATTORNEY

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

MISKEL BACKMAN LLP

BONNIE MISKEL • SCOTT BACKMAN • ERIC COFFMAN • HOPE CALHOUN
DWAYNE DICKERSON • ELE ZACHARIADES • CHRISTINA BILENKI
DAVID MILLEDGE • SARA THOMPSON • JEFFREY SCHNEIDER

Stirling Town Center Parking Variance
Parking Variance Resubmittal
Response to Comments
June 26, 2026

BUILDING DIVISION COMMENTS: Building Department has no comments at this time.

POLICE DEPT. COMMENTS: Police Department has no comments at this time.

FIRE DEPARTMENT COMMENTS: Fire Department has no comments at this time.

UTILITY/ENGINEERING DEPARTMENT COMMENTS: Utility/Engineering Department has no comments at this time.

PLANNING & ZONING DIVISION COMMENTS:

1. Complete/correct/clarify General Application per mark up.

   RESPONSE: The General Application has been revised as requested.

2. Complete/correct/clarify Variance Application per mark up.

   RESPONSE: The Variance Application has been revised as requested.

3. Complete Variance Application III. Variance Request(s) according to how the request is going to be structured.

   RESPONSE: Variance Application III has been revised as requested.

4. Review that address references are consistent in all submittal items.

   RESPONSE: Address references have been updated to be consistent.

5. Provide cross parking agreement, unity of control, or similar appropriate document if reference, reliance, and/or justification depends on 8625 Stirling Road property folio 5041-3306-1601.

   RESPONSE: A draft cross access agreement between the subject property and the adjacent parcel has been included in this resubmittal.

6. Provide, pending structure of variance and inclusion of 8625 Stirling Road property, sufficient back up for parking spaces provided, parking spaces required, existing building square footage (gross floor area, GFA, as defined by City Code to outside of exterior walls and center of shared walls) and/or any other documentation to support variance computation.

RESPONSE: The existing site plan outlining the subject property's site data is included in this resubmittal, which outlines total site area, building area, parking required and parking provided, amongst other data. This document is titled "Stirling Town Center Existing SP".

7. Confirm area of bay/tenant space 8707 as impetus for this variance as past applications have indicated 900 sqft on 2/28/2024 Zoning Certificate of Use (ZCU) application, 950 sqft on 12/03/24 ZCU application, and on approved site plan as 1376 sqft (albeit demising walls likely changed since site plan approval and any reference on site plan amendments).

   RESPONSE: Applicant confirms that tenant space 8707 is the proposed lease space for the Synagogue use, which is 961 square feet.

8. Provide an operation plan for the subject tenant with sufficient information to review parking consideration and any other consideration related to this variance application.

   RESPONSE: The project narrative has been updated to include the operational details of the proposed Synagogue use.

9. Indicate clearly any voluntary commitments that are being made as a part of this variance application and understand that those and other circumstances may become condition/s of approval.

   RESPONSE: The applicant will be entering into a cross access agreement with the adjacent parcel located at 8625 Stirling Road. The draft agreement is included in this resubmittal.

10. Specify, pending structure of variance, the formal entity name of the subject tenant.

    RESPONSE: Eliyahu Hanavi, Inc.

11. Review the justification statement for strength and validation.

    RESPONSE: The justification statement has been revised for strength and validation.

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

GENERAL APPLICATION

ATTENTION: *Prior to submission of application, the Petitioner &/or Owner must schedule a pre-submittal meeting with the Community Development Staff to review the proposed project, and the submittal and processing requirements. The submittal dates for DRC and P&Z Board can be found on the City's website at: www.coopercityfl.org.*

FOR STAFF ONLY:

PETITION #: _____

DATE PETITION FILED: _____

Date of Pre-Submittal Meeting: February 25, 2026

Check ☑ type of application(s) for:

- ☐ Site Plan
- ☐ Site Plan Amendment
- ☐ Rezoning
- ☐ Plat or Plat Amendment
- ☐ Sign Package/ Sign Package Amendment
- ☐ Abandonment
- ☐ Certificate of Conformity
- ☐ Conditional Use
- ☐ Sign Waiver
- ☒ Other: Variance

INSTRUCTIONS TO APPLICANT:

1. Please complete all requested information on this application. If not applicable, indicate with N/A.
2. Provide specific Petition Application(s).
3. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. PROJECT NAME AND LOCATION

A. Project Name:

B. Project Address: ~~8637-8735 Stirling Road~~ 8651-8861

C. Section: 33 Township: 50S Range: 41E Total Acreage or square feet of Subject Property: +/- 5 acres 5.9

D. General Location Description (proximity to closest major intersection, in miles or fraction thereof): +/- 6AC

Northwest Corner of Stirling Road and S Pine Island

E. Folio Number(s): (If numerous Folio Numbers, list on a separate sheet and attach to this application).

504133061600

F. Brief Legal Description: COMM'L ADDRESS 102-1 PORTION OF PARCEL A

II. LAND USE AND ZONING INFORMATION

A. Existing Zoning Designation: ~~B-1~~ B-2, PLANNED COMMUNITY BUSINESS CENTER DISTRICT

B. Future Land Use Plan Designation: C- Commercial

C. Existing Use(s) on Property: ~~Retail~~ SHOPPING CENTER

D. Proposed Use(s): ~~House of Worship~~ COMMUNITY ASSEMBLY (PLACE OF WORSHIP)

E. Other Land Use and Zoning conditions if applicable, i.e. approved variances, deed restrictions, previous conditions of approval:

Variance Petition #V10-1-10

REZONING Z 5-2-11 FROM B-1 TO B-2

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

III. PROPERTY OWNER/APPLICANT/AGENT INFORMATION

Property Owner(s) of Record: Stirling Property Investment LLC

Address: 696 NE 125 ST City North Miami ST FL Zip 33161

Phone: [redacted] Fax: E-Mail: [redacted]

I am/We: Stirling Property Investment, LLC, do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application. I/We certify that the above statements and the statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application(s) attachments and fees become part of the official record of the Community Development Department of the City of Cooper City and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by the City of Cooper City in order to process this application(s).

(Signature of Owner) Yoram Izhak (Print Name)

STATE OF Florida COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 4 TH day of March 20 26

By (Name of Person Acknowledging) Yoram Izhak She/he is personally known to me or has produced as identification and did/did not take an oath.

NOTARY PUBLIC SIGNATURE: [signature]

Name – Must be typed, printed, or stamped) Jeannie Castillo

My Commission Expires:

JEANNIE CASTILLO
Notary Public - State of Florida
Commission # HH 374360
My Comm. Expires Mar 15, 2027
Bonded through National Notary Assn.

Petitioner(s) if other than Owner):

Address: City ST Zip

Phone: Fax: E-Mail:

Agent (if other than Owner): Hope Calhoun, Esq.

Address: 14 SE 4th Street City Boca Raton ST FL Zip 33432

Phone: 561-405-3324 Fax: E-Mail: hcalhoun@miskelbackman.com

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

VARIANCE APPLICATION

ATTENTION: *Prior to submission of application, the Petitioner &/or Owner must schedule a pre-submittal meeting with the Community Development Staff to review the proposed project, the submittal and processing requirements. The submittal dates for DRC and P&Z Board can be found on the City's website at: www.coopercity.gov. ALL ADVERTISING AND RECORDING FEES WILL BE THE RESPONSIBILITY OF THE APPLICANT.*

FOR STAFF ONLY:
PETITION # _____
DATE PETITION FILED:

Date of Pre-Submittal Meeting: 2/25/2026

INSTRUCTIONS TO APPLICANT:

1. Please complete all requested information on this application. If not applicable, indicate with N/A.
2. A completed Notarized General Application must accompany this application.
3. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. PROPERTY INFORMATION

ADDRESS OF PROPERTY AND GENERAL LOCATION INFORMATION:

8637-8735 Stirling Road NW Corner of Stirling / Pine Island Rd.

SIZE AND DIMENSIONS OF PROPERTY: (8707 Variance Request)

8631

+/- 5 Acres 5.9 acres

III. VARIANCE REQUEST(S)

Attach Separate Sheet(s) if More Space is Needed.

CODE SECTION	REQUIREMENT	REQUEST	DEGREE OF DEVIATION
25-4	1 space per 100 square (18 spaces)	S.F.	

IV. ADJACENT PROPERTIES

Adjacent Property	Land Use Plan Designation	Zoning Designation	Existing Use(s) of Property
NORTH	L-3	R-1-B	Residential
SOUTH	Irregular 3.633	PMUD	Residential
EAST	N/A	N/A	N/A ?
WEST	L-3	R-1-B	Residential

V. VARIANCE CRITERIA

Please address each of the following review criteria in an attached justification statement.

(a) Special and unique conditions exist which are peculiar to the petitioner's case and which are not generally applicable to other property located in the zoning district.

MISKEL BACKMAN LLP

BONNIE MISKEL • SCOTT BACKMAN • ERIC COFFMAN • HOPE CALHOUN
DWAYNE DICKERSON • ELE ZACHARIADES • CHRISTINA BILENKI
DAVID MILLEDGE • SARA THOMPSON • JEFFREY SCHNEIDER

Stirling Town Center Synagogue
Northwest Corner of S Pine Island Road and Stirling Road
Parking Variance

Stirling Property Investment LLC ("Petitioner") is the owner of 8631-8861 Stirling Road, a +/- 5 acre parcel (504133061600) generally located at the northwest corner of S Pine Island Road and Stirling Road ("Property") in the City of Cooper City ("City"). The Property has a future land use designation of Commercial and is zoned B-~~1~~ 2 ~~Planned Neighborhood~~ Business District. The Property is developed with a +/-53,857 square foot retail center ("Center") Petitioner is proposing to lease +/-1,808 square feet of space within the Center to a Synagogue("Synagogue").

The B-~~1~~ 2 zoning district is intended to meet the neighborhood shopping and personal service needs of the surrounding residential area. Section 23-46(a) of the City's Land Development Code ("Code") specifies that the intent of the B-~~1~~ 2 zoning district is to provide for proper design of buildings and structures, access and circulation and relation to surrounding areas to provide for efficient functioning of the permissible uses, and for adequate protection to adjacent and nearby residential areas. The Synagogue intends to provide the residents of the surrounding neighborhood a place of worship.

The City has established development standards to ensure adequate parking is provided for uses in the City. In 2011, the City granted variance petition #V10-1-10 ("Previous Approval") to allow the Center to operate with assembly uses while retaining its shopping center classification. Accordingly, the Center now operates with 284 parking spaces. The Center serves as a hub for the community, and the Petitioner is prepared to work with the City to maintain its vibrancy. Based upon the Code, the added Synagogue assembly use would require 18 parking spaces which means the Center would need a total of 287 parking spaces based upon the Previous Approval to accommodate the use. As a result, the Petitioner is requesting a variance for 3 parking spaces ("Variance")

9 space Variance?

Center has a variance for 1/200 ratio

As established by the City, Petitioner will demonstrate that: (1) Special and unique conditions exist which are peculiar to the Petitioner's case and which are not generally applicable to other property located in the zoning district; (2) The special and unique conditions are not directly attributable to the actions of the petitioner; (3) The literal interpretation of the zoning code, as applied to the petitioner, would deprive the petitioner of rights commonly enjoyed by the owners of other property in the zoning district; (4) The variance granted is the minimum variance necessary for the petitioner to make reasonable use of the property; (5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved; and (6) Granting the variance is not contrary to the objectives of the Comprehensive Plan as adopted April 6, 1989 by the Cooper City Commission.

(1) Special and unique conditions exist which are peculiar to the Petitioner's case and which are not generally applicable to other property located in the zoning district.

The Petitioner is interested in placing a Synagogue in a vacant space within the Center. Given the standard operation of the Synagogue, the majority of the visitors to the Property will be observing Shabbat which means they will not drive to the Synagogue. They will instead walk to the Synagogue. As a result of not driving, there will not be an increase in the demand or need for parking. For those times when parking is needed for the Synagogue, parking can be accommodated on the adjacent parcel (8625 Stirling Road)

Can or will ? other areas state, no Parking on site.

provide a copy of a record cross parking agreement.

which is also owned by the Petitioner. There are a total of sixty-eight (68) parking spaces on the adjacent parcel.

(2) The special and unique conditions are not directly attributable to the actions of the petitioner.

The special conditions and circumstances do not result from the actions of the Petitioner. The Property was authorized to operate with two hundred eighty-four (284) spaces under the prior owner. The Petitioner is constrained to the existing parking spaces and requiring additional parking spaces that are not needed will negatively impact the Property. This Variance is necessary and reasonable to allow the Synagogue to move forward and occupy a currently vacant space in the Center.

(3) The literal interpretation of the zoning code, as applied to the petitioner, would deprive the petitioner of rights commonly enjoyed by the owners of other property in the zoning district

C expand on this

The literal interpretation of the zoning code, as applied to the Petitioner, would deprive the Petitioner of rights commonly enjoyed by the owners of other property in the zoning district, and not allow the Petitioner to operate a Synagogue on the Property. The parking requirement for the Synagogue would surpass the available parking on the Property, and interfere with the Petitioner's ability to operate a Synagogue at the desired location. The Synagogue will fill a community need in the area and provide residents with a place to observe their religion. Further, the Synagogue will not impact the overall parking demand of the Property because the majority of congregants will not drive for services, and any needed parking that does not exist on the Property can be accommodated on the adjacent parcel which is owned by the Applicant.

C.P. Agreement ?

(4) The variance granted is the minimum variance necessary for the petitioner to make reasonable use of the property.

How will this be enforced ?

The Variance granted is the minimum variance needed because the Synagogue will not add any parking demand to the Center, and will accommodate for any needed parking on the adjacent parcel. As previously stated visitors to the Synagogue will likely walk to services because of religious practice. Furthermore, the Petitioner can accommodate any needed parking on the adjacent parcel.

(5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved

Granting the Variance is not detrimental to the public welfare because this will allow for the Petitioner to operate a Synagogue on the Property without impacting the existing parking on the Property. Expand on this

(6) Granting the variance is not contrary to the objectives of the Comprehensive Plan as adopted April 6, 1989 by the Cooper City Commission.

Granting the variance is not contrary to the objectives of the Comprehensive Plan. A stated goal in the Comprehensive Plan is that: "...Growth and development in Cooper City shall be planned to achieve a quality community which is sensitive to the uniqueness of Southwest Broward County's environment and also provides for the fullest needs of its residents."

Approving the variance for the Center will allow the Synagogue to cater to the needs of residents.

As outlined above, the Synagogue will not require parking in a manner that will impact the current operation of the Center. The parking currently provided on the Property is ample and will continue to be able to meet the demand with the addition of the Synagogue.

Conclusion

For the reasons stated above, the requested variance satisfies each of the criteria set forth in the Code. The request is modest in scope, represents the minimum relief necessary, and is supported by the unique conditions affecting the Property.

Approval of the variance will allow the Applicant to operate a Synagogue on the Property without having a negative impact on the Center's current operations.

- Provide acknowledgement letter from the landlord of the existing comm. assembly uses in the center and that this will be the 3rd (max) for the center.

- Provide proposed operational plan for the proposed assembly use.

STIRLING RD.
AROMA
Where Mom's Food is made
Art 4 All
Inna Dance Studio
Wolf's Steakhouse
Storage
Tijuana Flats
Exploritoo
Beezrat
Lush Nail & Spa
VACANT 1,808 SF
OXXO
Fight and Fit
NY Bagels
La Bone Ady
VAPE STORE
COLD STONE
Sovereign
Vegan
Mim Donut
Barbershop
Sunshine Art
David Jewelers
Insurance
Wa's Smoothie King
Dr Phone
Jigsaw Hair Salon
Jigsaw Hair Salon
Cnty Dental

STIRLING RD.
AROMA
Where Mom's food is made
City Dental
Jigsaw Hair Salon
Jigsaw Hair Salon
Dr Phone
Insurance
David Jewelers
Sunshine Art
Barbershop
Mini Donut
Vegan
Sovereign
COLD STONE
VAPE STORE
La Bone Ady
NY Bagels
Fight and Fit
OXXO
VACANT 1,808 SF
Lush Nail & Spa
Beezrat
Explorico
Eliyahu Hanavi
Tijuana Flats
Art 4 All
Inna Dance Studio
Wolf's Steakhouse
Storage

FILE COPY

MAR 30 2026
VIA ACCELA SYSTEM
CITY OF COOPER CITY
PLANNING DIVISION



FILE COPY

FILE COPY

PLAT OF SURVEY

Meeting Date: 10/27/2026 Item #4.

NOTES:

1. BEARING STRUCTURE IS BASED ON THE MONUMENTED NORTH LINE OF PARCEL "A", BEING: N89°56'15"E (PER DESC).

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

4. THIS BUILDING/LOT LIES ENTIRELY IN ZONE "AH", BASED ON FLOOD INSURANCE RATE MAP NO. 12011C0305F, COMMUNITY NO. 125093, BROWARD COUNTY, FLORIDA, EFFECTIVE: AUGUST 8, 1992.

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.

6. THIS SURVEY MADE WITH BENEFIT OF FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT NO. 5011612–NCS–509041–HOU1, EFFECTIVE: MARCH 14, 2013.

7. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED.

8. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 (FEE SIMPLE ESTATE):

A PORTION OF PARCEL "A" AND A PORTION OF THE 35 FOOT CANAL RIGHT–OF–WAY ALL AS SHOWN ON COUNTRY ADDRESS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 102, PAGE 1, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PARCEL OF LAND LABELED "NOT INCLUDED" AND SHOWN ON SHEET 3 OF 3, OF SAID COUNTRY ADDRESS, AND DESCRIBED IN OFFICIAL RECORDS BOOK 7643, PAGE 378, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS WEST, ON THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 293.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 05 MINUTES 46 SECONDS EAST ON A LINE 293.87 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 285.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID 35–FOOT CANAL RIGHT–OF–WAY AND THE NORTH RIGHT–OF–WAY LINE OF STIRLING ROAD AS DEDICATED BY SAID COUNTRY ADDRESS; THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS WEST ON SAID SOUTH LINE OF THE 35–FOOT CANAL RIGHT–OF–WAY AND SAID NORTH RIGHT–OF–WAY LINE OF STIRLING ROAD, A DISTANCE OF 904.24 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID PARCEL "A"; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, ON SAID SOUTHERLY PROJECTION AND ON SAID WEST LINE OF PARCEL "A", A DISTANCE OF 285.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 89 DEGREES 56 MINUTES 15 SECONDS EAST ON THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 903.76 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN COOPER CITY, BROWARD COUNTY, FLORIDA.

CONTAINS: 257,640 SQUARE FEET OR 5.914 ACRES MORE OR LESS.

PARCEL 2 (NON–EXCLUSIVE EASEMENT ESTATE)

TOGETHER WITH THE NON–EXCLUSIVE EASEMENTS CREATED BY THE RECIPROCAL CROSS ACCESS EASEMENT AND OPERATION AGREEMENT BY STIRLING ROAD RETAIL SITES, INC., A FLORIDA CORPORATION, RECORDED FEBRUARY 4, 1999, IN OFFICIAL RECORDS BOOK 29206, PAGE 1657, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED LAND:

A PORTION OF PARCEL "A" AND A PORTION OF THE 35–FOOT CANAL RIGHT–OF–WAY, AS SHOWN ON COUNTRY ADDRESS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 102, PAGE 1, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACT 58–A OF EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 67, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

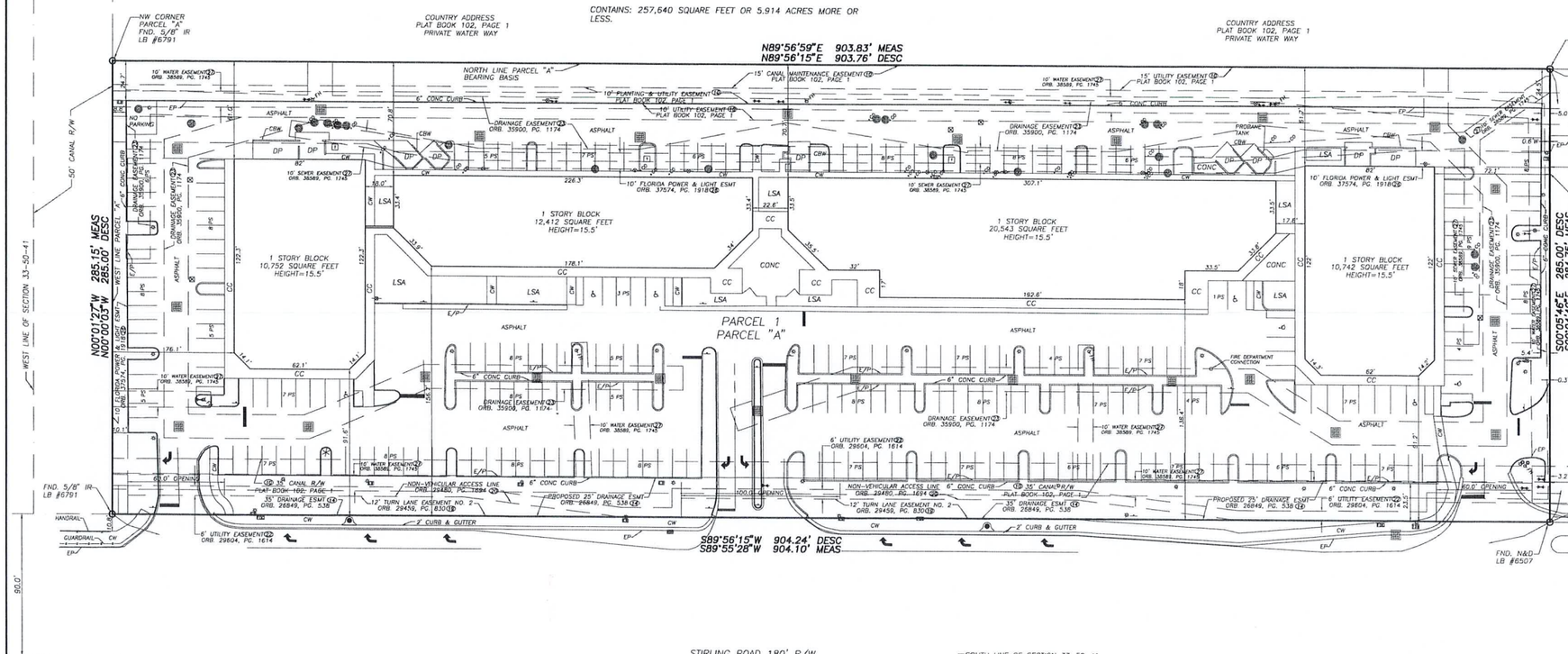
BEGIN AT THE NORTHEAST CORNER OF PARCEL "A"; THENCE SOUTH 00 DEGREES 05 MINUTES 46 SECONDS EAST ON THE EAST LINE OF SAID PARCEL "A" AND ITS SOUTHERLY PROJECTION, AND THE WEST RIGHT–OF–WAY LINE OF PINE ISLAND ROAD, A DISTANCE OF 214.99 FEET; THENCE SOUTH 44 DEGREES 55 MINUTES 15 SECONDS WEST, A DISTANCE OF 98.99 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY LINE OF STIRLING ROAD; THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS WEST, ON THE NORTH RIGHT–OF–WAY LINE OF STIRLING ROAD, A DISTANCE OF 223.86 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 46 SECONDS WEST ON A LINE LYING 293.87 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF PARCEL "A", A DISTANCE OF 285.00 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "A"; THENCE NORTH 89 DEGREES 56 MINUTES 15 SECONDS EAST ON SAID NORTH LINE OF PARCEL "A", A DISTANCE OF 293.87 FEET TO THE POINT OF BEGINNING.

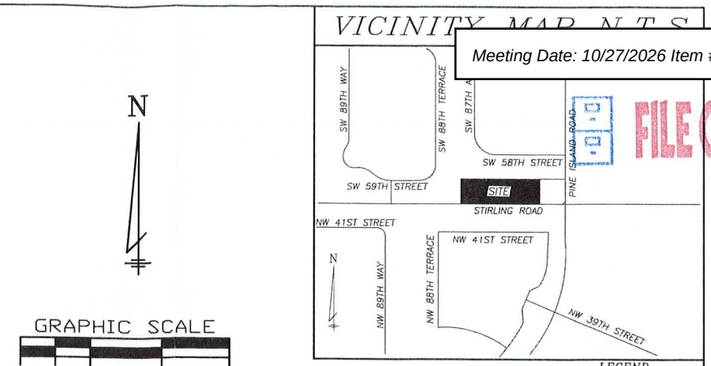
PARCEL 3 (NON–EXCLUSIVE EASEMENT ESTATE)

TOGETHER WITH THE NON–EXCLUSIVE EASEMENTS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTION BY AND BETWEEN STIRLING ROAD RETAIL SITES, INC., A FLORIDA CORPORATION, AND COOPER CITY NO. 1, LC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED FEBRUARY 4, 1999, IN OFFICIAL RECORDS BOOK 29206, PAGE 1675, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED LAND:

A PORTION OF PARCEL "A" AND A PORTION OF THE 35–FOOT CANAL RIGHT–OF–WAY, AS SHOWN ON COUNTRY ADDRESS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 102, PAGE 1, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACT 58–A OF EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 67, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF PARCEL "A"; THENCE SOUTH 00 DEGREES 05 MINUTES 46 SECONDS EAST ON THE EAST LINE OF SAID PARCEL "A" AND ITS SOUTHERLY PROJECTION, AND THE WEST RIGHT–OF–WAY LINE OF PINE ISLAND ROAD, A DISTANCE OF 214.99 FEET; THENCE SOUTH 44 DEGREES 55 MINUTES 15 SECONDS WEST, A DISTANCE OF 98.99 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY LINE OF STIRLING ROAD; THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS WEST, ON THE RIGHT–OF–WAY LINE OF STIRLING ROAD, A DISTANCE OF 223.86 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 46 SECONDS WEST ON A LINE LYING 293.87 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF PARCEL "A", A DISTANCE OF 285.00 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "A"; THENCE NORTH 89 DEGREES 56 MINUTES 15 SECONDS EAST ON SAID NORTH LINE OF PARCEL "A" A DISTANCE OF 293.87 FEET TO THE POINT OF BEGINNING.





FILE COPY

LEGEND

- ○ – AIR RELEASE VALVE
- ⊀ – AUTO SPRINKLER
- BB – BOTTOM OF BANK
- BC – BACK OF CURB
- ⊢⊣ – BACK FLOW PREVENTER
- BLK – BLOCK
- ⊕ – BENCHMARK
- ● – BOLLARD
- BPC – BURIED POWER CABLE
- CALC – CALCULATED
- C&M – CALCULATED & MEASURED
- Δ – CENTRAL ANGLE
- CBW – CONCRETE BLOCK WALL
- CC – COVERED CONCRETE
- CF – CONCRETE FLUME
- CHW – CONCRETE HEAD WALL
- CLF – CHAIN LINK FENCE
- ℄ – CENTERLINE
- CM – CONCRETE MONUMENT
- CMP – CORRUGATED METAL PIPE
- COD – CLEAN OUT
- CONC – CONCRETE
- COVD – COVERED
- CP – CONCRETE PAD
- CW – CONCRETE WALKWAY
- D&M – DEED/DESC & MEASURED
- DE – DRAINAGE EASEMENT
- DESC – DESCRIPTION
- ◉ – DOT INLET
- DP – DUMPSTER PAD
- DW – DRIVEWAY
- E – ELECTRIC METER
- EB – ELECTRIC BOX
- ESMT – EASEMENT
- E/P – EDGE OF PAVEMENT
- FIRM – FLOOD INSURANCE RATE MAP
- FFE – FINISHED FLOOR ELEVATION
- F-H – FIRE HYDRANT
- FL – FLOOD LIGHT
- FND – FOUND
- FOC – FIBER OPTIC CABLE
- ⚑ – FLAG POLE
- G – GAS LINE
- GM – GAS METER
- GW – GUY WIRE ANCHOR
- HP – HANDICAP PARKING
- HDPE – HIGH DENSITY POLYETHYLENE
- INV – INVERT ELEVATION
- IP – IRON PIPE
- IR – IRON ROD
- L – ARC LENGTH
- LB – LICENSED BUSINESS
- LP – LIGHT POLE
- LS – LICENSE SURVEYOR
- LSA – LANDSCAPED AREA
- MEAS – MEASURED
- MF – METAL FENCE
- ML – METAL LID
- MS – METAL SHED
- ⊟ – MITERED END SECTION
- ◉ – MONITORING WELL
- N&D – NAIL & DISK
- NGVD – NATIONAL GEODETIC VERTICAL DATUM
- NTS – NOT TO SCALE
- OHE – OVERHEAD ELECTRIC
- OL – ON LINE
- ORB – OFFICIAL RECORDS BOOK
- OW – OVERHEAD WIRE
- PB – PLAT BOOK
- PC – POINT OF CURVATURE
- PCP – PER ENGINEERING PLANS
- PG – PAGE
- PI – POINT OF INTERSECTION
- P&M – PLAT & MEASURED
- POB – POINT OF BEGINNING
- POC – POINT OF COMMENCEMENT
- PRC – POINT OF REVERSE CURVATURE
- PS – PARKING SPACES
- PSM – PROFESSIONAL SURVEYOR AND MAPPER
- PT – POINT OF TANGENCY
- PVC – PLASTIC PIPE
- R – CURVE RADIUS
- RCP – REINFORCED CONCRETE PIPE
- R/W – RIGHT OF WAY
- Ⓢ – SANITARY MANHOLE
- SAN – SANITARY LINE
- SOD – SHOWN FOR DIRECTION ONLY
- SN – SIGN
- SWF – STOCK WIRE FENCE
- 00.00 – SPOT ELEVATION
- –SD– – STORM/DRAIN LINE
- Ⓢ – STORM MANHOLE
- –T– – UNDERGROUND TELEPHONE LINE
- ▦ – STORM INLET
- TB – TOP OF BANK
- TP – TRAFFIC POLE
- ⚑ – TRAFFIC SIGN
- T – TRANSFORMER/JUNCTION BOX
- TR – TELEPHONE RISER
- TSB – TRAFFIC SIGNAL BOX
- TSW – TRAFFIC SIGNAL WIRE
- TV – CABLE TV RISER
- TYP – TYPICAL
- UE – UTILITY EASEMENT
- ○UP – UTILITY POLE
- –W– – WATER LINE
- WF – WOOD FENCE
- WS – WOOD SHED
- ⋈ – WATER VALVE
- Ⓦ – WATER METER
- (#) – EASEMENT NUMBER

CERTIFIED TO: PRINCE OF COOPER CITY, LLC, A FLORIDA LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY.

EXCEPTIONS IN SCHEDULE B, SECTION 2 OF TITLE COMMITMENT REFERENCED HEREON:

10. PROVISIONS OF THE PLAT OF COUNTRY ADDRESS, RECORDED IN PLAT BOOK 102, PAGE 1, AS AFFECTED BY BOOK 29604, PAGE 1603. (PARCELS 1, 2 AND 3). (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON).

11. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RESOLUTION RECORDED IN BOOK 3438, PAGE 60. (PARCELS 1, 2 AND 3). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

12. COVENANT RUNNING WITH THE LAND RECORDED IN BOOK 7690, PAGE 769, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(c). (PARCELS 1, 2 AND 3). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

13. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN AGREEMENT RECORDED IN BOOK 10662, PAGE 218. (PARCELS 1, 2 AND 3). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

14. DRAINAGE EASEMENT RECORDED IN BOOK 26849, PAGE 538. (PARCELS 1, 2 AND 3). (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON).

15. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RESOLUTION NO. 98–9–13 RECORDED IN BOOK 28880, PAGE 1557, AS AFFECTED BY BOOK 33088, PAGE 1352 AND BOOK 36925, PAGE 564. (PARCELS 1, 2 AND 3). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

16. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RESOLUTION NO. 98–9–12 RECORDED IN BOOK 28990, PAGE 1763. (PARCELS 2 AND 3). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

17. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RECIPROCAL CROSS–ACCESS EASEMENT AND OPERATING AGREEMENT RECORDED IN BOOK 29206, PAGE 1657. (PARCELS 1, 2 AND 3). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

18. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN BOOK 29206, PAGE 1675. (PARCELS 1, 2 AND 3). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

19. ROAD EASEMENT RECORDED IN BOOK 29459, PAGE 830. (PARCEL 1). (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON).

20. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN AGREEMENT RECORDED IN BOOK 29480, PAGE 1694. (PARCEL 1). (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON).

21. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN AGREEMENT RECORDED IN BOOK 29480, PAGE 1713, AS AFFECTED BY BOOK 33349, PAGE 1913. (PARCEL 1). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

22. UTILITY EASEMENT RECORDED IN BOOK 29604, PAGE 1614. (PARCEL 1). (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON).

23. EASEMENT RECORDED IN BOOK 35900, PAGE 1174. (PARCEL 1). (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON).

24. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN MAINTENANCE AGREEMENT RECORDED IN BOOK 37208, PAGE 426. (PARCEL 1). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

25. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN CENTRAL BROWARD WATER CONTROL DISTRICT OF THE SUBDIVIDER'S LETTER OF CREDIT RECORDED IN BOOK 37208, PAGE 437. (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

26. EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN BOOK 37574, PAGE 1918. (PARCEL 1). (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON).

27. PUBLIC UTILITY EASEMENT RECORDED IN BOOK 38589, PAGE 1745. (PARCEL 1). (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON).

28. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN MAINTENANCE AGREEMENT RECORDED IN BOOK 39431, PAGE 356. (PARCEL 1). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

29. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RESOLUTION NO. 2005–07–09 RECORDED IN BOOK 40180, PAGE 413. (PARCELS 1, 2 AND 3). (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

30. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RESOLUTION NO. 11–1–10 RECORDED IN BOOK 47704, PAGE 895. (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

31. THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT, RECORDED IN BOOK 36897, PAGE 1105, AS AFFECTED BY BOOK 40007, PAGE 171; BOOK 40639, PAGE 386; BOOK 40639, PAGE 393; BOOK 41623, PAGE 72; BOOK 46787, PAGE 286 AND BOOK 48452, PAGE 327, AND THE TERMS AND CONDITIONS THEREOF. (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

32. ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS, RECORDED IN BOOK 40639, PAGE 386, AS AFFECTED BY BOOK 40639, PAGE 415; BOOK 41623, PAGE 72; BOOK 46787, PAGE 286 AND BOOK 48452, PAGE 333. (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

33. UCC (FINANCING STATEMENT) RECORDED IN BOOK 46787, PAGE 320 AND BOOK 48465, PAGE 1327. (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

36. ANY LIEN OR RIGHT TO A LIEN IN FOR LABOR, SERVICES OR MATERIALS PROVIDED IN CONNECTION WITH THE CONSTRUCTION OF THE IMPROVEMENTS REFERRED TO IN THE NOTICE OF COMMENCEMENT FILED OCTOBER 18, 2011 IN BOOK 48246, PAGE 302. (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

37. CONSEQUENCES UNDER FLORIDA STATUTE 48.23 F.S. OF FILING OF NOTICE OF LIS PENDENS IN BOOK 48584, PAGE 256 AND BOOK 48611, PAGE 1824. (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE).

(NOTE ALL RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA).

ACCURIGHT SURVEYS
of Orlando Inc., LB 4475
2012 E. Robinson St.
Orlando, Florida 32803
www.AccurightSurveys.net
accusurvey@bellsouth.net
PHONE: (407) 894-6314 FAX: (407) 897-3777

THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J–17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Frank A. Raymond III

FRANK A. RAYMOND III PLS 5325

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."

FILE COPY

RECEIVED
MAR 30 2026
VM ACCELA SYSTEM
CITY OF COOPER CITY
PLANNING DIVISION

BOUNDARY SURVEY DATE: 11–26–13
per 5J–17.051(3)(b)3 Florida Administrative Code

DATE:	JOB #:	REVISION	BY:

BOUNDARY & LOCATION SURVEY

SCALE: 1" = 40'	CF#BC102–1B	STIRLING TOWN CENTER
FIELD DATE: 11–26–13	JOB #37717	DRAWN BY: RG; GL

PREPARED FOR: CROSSMAN & COMPANY

LOCATION: 8861 STIRLING ROAD, COOPER CITY, FLORIDA. SUBDIVISION NAME: COUNTRY ADDRESS STIRLING TOWN CENTER

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CITY OF
Cooper City
Florida

Monthly Financial Report

AS OF AUGUST 31, 2026









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City of Cooper City Population	23
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Unassigned Recommended General Fund Balance:

$15,361,803



Actual Amounts
$33,867,027

Unassigned Recommended Stormwater Fund Balance:

$234,921



Actual Amounts
$737,142

Unassigned Recommended Water & Sewer Fund Balance:

$4,603,951



Actual Amounts
$13,770,184

Unassigned Recommended Parking Lot Fund Balance:

$228,500



Actual Amounts
$-25,958

City of Cooper City, Florida
Balance Sheet
Governmental Funds
August 31, 2026

	General Fund	ARPA Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets:				
Cash, cash equivalents and investments	$ 37,747,068	$ 786,279	$ 7,594,823	$ 46,128,170
Accounts receivable, net	1,958,561	-	99,697	2,058,258
Leased assets receivable, net	3,133,282	-	-	3,133,282
Inventories	222,883	-	-	222,883
Total assets	$ 43,061,794	$ 786,279	$ 7,694,520	$ 51,542,593
Liabilities, Deferred Inflows of Resources and Fund Balances:				
Liabilities:				
Accounts payable	$ 80,392	$ -	$ 92,420	$ 172,812
Accrued liabilities	379,995	-	-	379,995
Deposits	60,400	-	-	60,400
Unearned revenue	72,182	786,279	-	858,461
Total liabilities	592,969	786,279	92,420	1,471,668
Deferred Inflows of Resources:				
Deferred inflows related to leases	2,761,478	-	-	2,761,478
Total deferred inflow of resources	2,761,478	-	-	2,761,478
Fund Balances:				
Nonspendable	48,789	-	-	48,789
Restricted				
Capital projects	-	-	5,233,260	5,233,260
Building department	-	-	478,168	478,168
Culture and recreation	-	-	248,281	248,281
Transportation	-	-	1,375,900	1,375,900
Public safety	-	-	266,491	266,491
Committed to:			-	
Emergency preparedness	3,850,000	-	-	3,850,000
Assigned to:			-	
Future fire station	1,231,942	-	-	1,231,942
Subsequent year appropriations	709,588	-	-	709,588
Unassigned	33,867,027	-	-	33,867,027
Total fund balances	39,707,346	-	7,602,100	47,309,446
Total liabilities, deferred inflows of resources and fund balances	$ 43,061,793	$ 786,279	$ 7,694,520	$ 51,542,592

City of Cooper City, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances-
Major Governmental Funds
August 31, 2026

	General Fund	ARPA Fund	Total Major Governmental Funds
Revenues:			
Property taxes	$ 26,545,868	$ -	$ 26,545,868
Franchise fees and utility taxes	6,911,025	-	6,911,025
Licenses and permits	1,065,134	-	1,065,134
Intergovernmental	4,322,865	1,289,102	5,611,967
Charges for services	10,072,001	-	10,072,001
Fines and forfeitures	324,125	-	324,125
Investment income	1,463,797	-	1,463,797
Miscellaneous	839,407	-	839,407
Total revenues	51,544,222	1,289,102	52,833,324
Expenditures:			
Current:			
General government	7,035,270	365,887	7,401,157
Public safety	29,549,022	-	29,549,022
Physical environment	557,993	-	557,993
Culture and recreation	4,793,926	-	4,793,926
Capital outlay	1,294,612	923,215	2,217,827
Debt service:			
Interest and other fiscal charges on line of credit	4,000	-	4,000
Total expenditures	43,234,823	1,289,102	44,523,925
Excess of revenues over expenditures	8,309,399	-	8,309,399
Other financing sources (uses):			
Transfers in	2,896,610	-	2,896,610
Transfers out	(1,582,997)	-	(1,582,997)
Total other financing sources	1,313,613	-	1,313,613
Net change in fund balances	9,623,012	-	9,623,012
Fund Balances, Beginning of Year	30,084,333	-	30,084,333
Fund Balances, End of Year	$ 39,707,345	$ -	$ 39,707,345

City of Cooper City, Florida
General Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts		YTD Actual		Variance with Amended Budget	% of Budget Used
	Original	Amended				
Revenues:						
Property taxes	$ 26,302,648	$ 26,302,648	$ 26,545,868		$ 243,220	100.92%
Franchise fees and utility taxes	7,092,544	7,092,544	6,911,024		(181,520)	97.44%
Licenses and permits	725,000	725,000	1,065,134		340,134	146.92%
Intergovernmental revenues	4,452,079	4,612,079	4,322,865		(289,214)	93.73%
Charges for services	9,969,443	9,969,443	10,072,001	(a)	102,558	101.03%
Fines and forfeitures	230,000	230,000	324,125		94,125	140.92%
Investment income	1,700,000	1,700,000	1,463,797	(d)	(236,203)	86.11%
Miscellaneous	400,308	400,308	839,407	(b)	439,099	209.69%
Total revenues	50,872,022	51,032,022	51,544,221		512,199	101.00%
Expenditures:						
Current:						
General government						
City Commission	436,964	436,964	336,176		100,788	76.93%
Administrative	688,841	686,860	798,323	(c)	(111,463)	116.23%
City Clerk	600,770	601,634	435,731		165,903	72.42%
Human resources	462,965	458,463	383,217		75,246	83.59%
Finance	1,848,381	1,867,981	1,433,433		434,548	76.74%
Legal	531,500	531,500	455,103		76,397	85.63%
Boards and committees	25,500	25,500	16,163		9,337	63.38%
Community development	472,859	472,859	296,441		176,418	62.69%
Public works administration	1,082,097	1,057,954	762,413		295,541	72.06%
Fleet services	501,657	501,657	350,275		151,382	69.82%
Street Maintenance	870,836	870,836	522,406		348,430	59.99%
Communications	1,229,546	1,324,773	826,494		498,279	62.39%
Nondepartmental	2,124,583	1,901,629	419,095		1,482,534	22.04%
Total general government	10,876,499	10,738,610	7,035,270		3,703,340	65.51%
Public safety:						
Code enforcement	918,468	937,630	747,378		190,252	79.71%
Police	18,189,323	18,554,758	15,064,651		3,490,107	81.19%
Fire	15,695,311	15,696,338	13,736,993		1,959,345	87.52%
Building	-	-	-		-	
Total public safety	34,803,102	35,188,726	29,549,022		5,639,704	83.97%
Physical environment:						
Physical environment						
Property maintenance	784,135	784,135	557,993		226,142	71.16%
Total physical environment	784,135	784,135	557,993		226,142	71.16%

City of Cooper City, Florida
General Fund
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts		YTD Actual	Variance with Amended Budget	% of Budget Used
	Original	Amended			
Revenues:					
Culture and recreation:					
Parks	2,826,577	2,826,959	2,263,854	563,105	80.08%
Recreation	2,975,937	2,975,937	2,530,072	445,865	85.02%
Total culture and recreation	5,802,514	5,802,896	4,793,926	1,008,970	82.61%
Debt service:					
Debt service principal	-	-	-	-	
Interest and other fiscal charges on line of credit	4,000	4,000	4,000	-	100.00%
Total debt service	4,000	4,000	4,000	-	100.00%
Capital Outlay:					
Capital Outlay	789,000	1,924,408	1,294,612	629,796	67.27%
Total expenditures	53,059,250	54,442,775	43,234,823	11,207,952	79.41%
Excess of revenues (deficiency) over (under) expenditures	(2,187,228)	(3,410,753)	8,309,398	11,720,151	-243.62%
Other financing sources (uses):					
Proceeds from debt	-	-	-	-	
Transfers in	4,259,465	4,259,465	2,896,610	(1,362,855)	68.00%
Transfers out	(8,387,963)	(8,630,043)	(1,582,997)	7,047,046	18.34%
Appropriation from fund balance	6,315,726	7,781,331	-	(7,781,331)	0.00%
Total other financing sources (uses)	2,187,228	3,410,753	1,313,613	(2,097,140)	38.51%
Net Change in fund balance	-	-	9,623,011	9,623,011	
Fund Balances, Beginning of Year			30,084,333		
Fund Balances, End of Year			$ 39,707,344		

(a) 99.41% of fire assessment fee collected $6.757,515 Fire Inspections $183,691 138% of budget

(b) BASF Settlement $397,364, Optimist Revenue $223,925, Sale of surplus assets $76,336

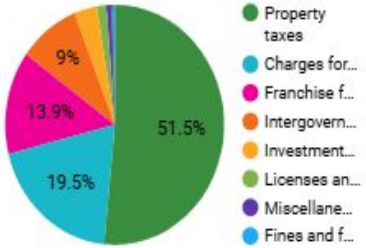
(c) Unbudgeted required FRS Contributions City Manager

(d) Investment income lower than budgeted-Switch to new bank Synovus scheduled for October 1 did not go live until February 2026, at time of budget

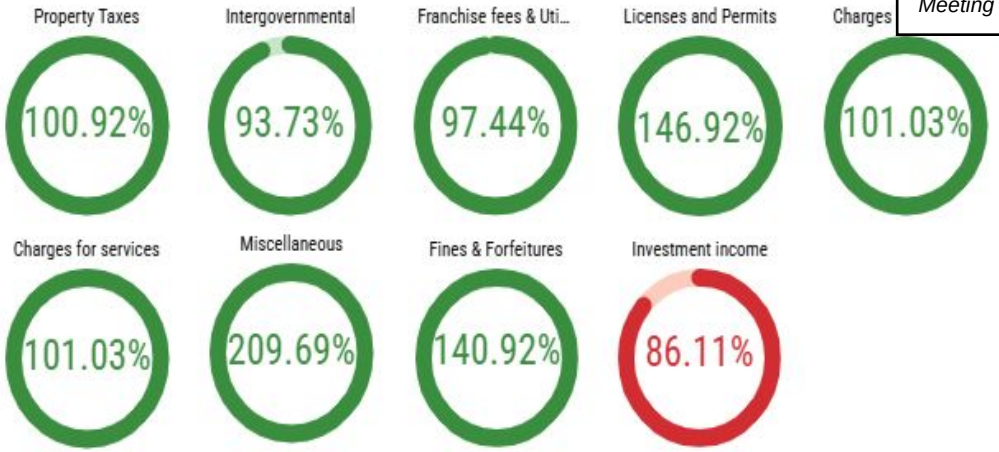
preparation interest rate lower than end of July..
Investment income YTD $1,463,797 86% of budget

FOR THE 11 MONTHS ENDED Aug 31, 2026 91.67% OF YEAR COMPLETED

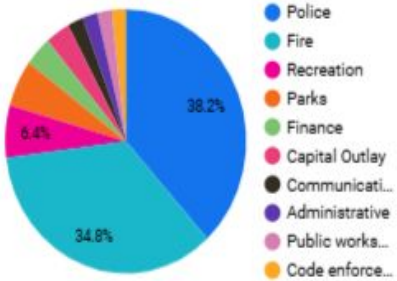
Total Revenue for General Funds:
51,544,221



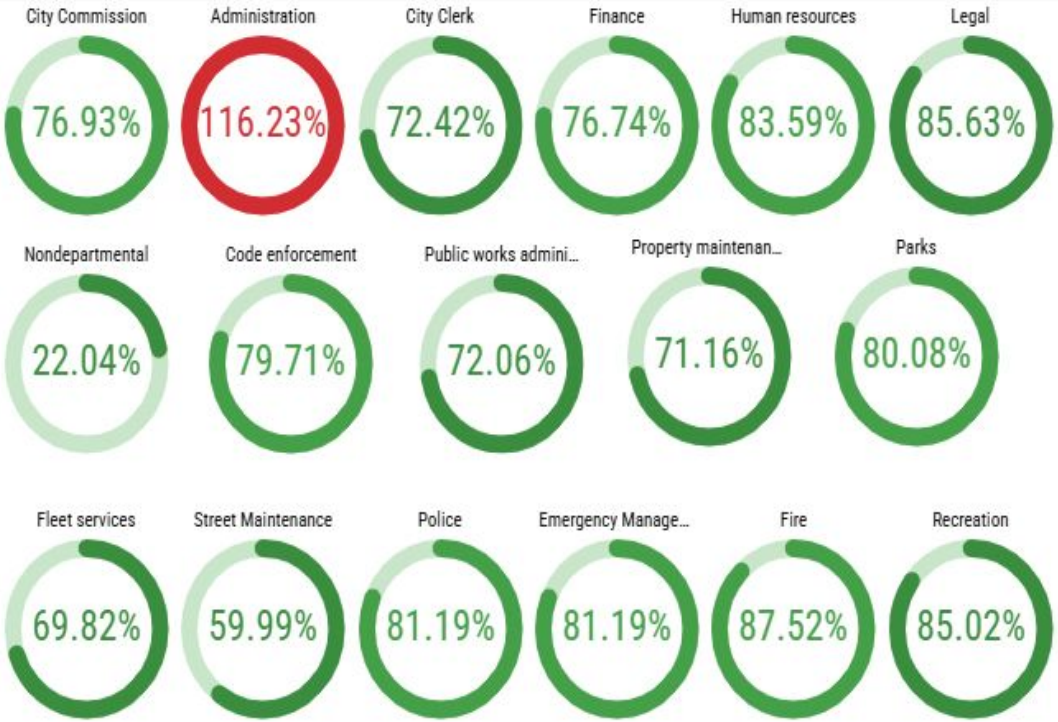




Total Expenditures for General Funds:
43,234,823







City of Cooper City, Florida
Capital Improvement Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts				
	Original	Amended	YTD Actual	Variance with Amended Budget	% of Budget Used
Revenues:					
Public safety	$ 1,500	$ 1,500	$ -	$ (1,500)	0.00%
Park improvement-Impact Fees	20,000	20,000	-	(20,000)	0.00%
General government	15,000	15,000	-	(15,000)	0.00%
Intergovernmental	6,189,160	7,981,721	893,972	(7,087,749)	11.20%
Investment income	30,000	30,000	-	(30,000)	0.00%
Total revenues	6,255,660	8,048,221	893,972	(7,154,249)	11.11%
Expenditures:					
Interest on interfund loan	-	-	-	-	
Capital outlay	12,532,960	22,693,775	3,788,944 **(a)**	18,904,831 **(b)**	16.70%
Culture and recreation	-	-	-	-	
Debt service principal	-	27,262	-	27,262	0.00%
Debt service interest	-	2,838	-	2,838	0.00%
Total expenditures	12,532,960	22,723,875	3,788,944	18,934,931	16.67%
Excess (deficiency) of revenues over (under) expenditures	(6,277,300)	(14,675,654)	(2,894,972)	11,780,682	19.73%
Other Financing Sources (Uses):					
Transfers in	6,277,300	6,458,300	-	(6,458,300)	0.00%
Transfers out	-	-	-	-	
Appropriation from fund balance	-	8,217,354	-	(8,217,354)	0.00%
Total other financing sources (Uses)	6,277,300	14,675,654	-	(14,675,654)	0.00%
Net Change in fund balance	$ -	$ -	(2,894,972)	$ (2,894,972)	
Fund balance, beginning of year			8,128,235		
Fund balance, end of year			$ 5,233,263		

Capital Projects In Progress

(a) Playground equipment $1,075,632, Backstop & Dugout fence $92,550 , Landscape beautification $361,000, Stirling Rd Right of Way Drainage $435,570, Right of way Hiatus Road, $33,402, Design public safety complex $199,875, P&T Center paver replacement $10,800, Sue Ellen Irrigation $264,000, Beautification Site Furnishings $ 47,672

Bill Lips Park Improvements $13,118

Capital Projects Budgeted-Not Started

(b) PW Admin Offices $164,513, Monument Signage $500,000,LED Street Light Conversion- Griffin Rd $100,000, City wide road resurfacing $1,536,396

Resurface courts $50,000, City wide AC replacement $808,000,, Facility Security Access $230,000

Fire Station Improvements $1,200,000, , Sue Ellen restroom Upgrade $500,000, Ted Ferone Park Upgrade $445,914 Tennis Court resurfacing $97,652

Dawn Park $366,533, Bill Lips Sports Lighting $600,000, Bill Lips Parking Area $240,000, Bill Lips Playground Shades $150,000, playground Forest lake $335,487

City of Cooper City, Florida
ARPA Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts			Variance with Amended Budget	% of Budget Used
	Original	Amended	YTD Actual		
Revenues:					
Intergovernmental	$ -	$ -	$ 1,289,102	$ 1,289,102 **(a)**	
Investment earnings	-	-	-	-	
Total revenues	-	-	1,289,102	1,289,102	
Expenditures:					
Current:					
General government	541,880	541,880	365,887	175,993	67.52%
Capital outlay	-	-	923,215b	(923,215)**(b)**	
Total expenditures	541,880	541,880	1,289,102	(747,222)	237.89%
Excess (deficiency) of revenues over (under) expenditures	(541,880)	(541,880)	-	541,880	0.00%
Other Financing Sources (Uses):					
Transfers out	-	-	-	-	
Appropriation from Fund Balance	541,880	541,880	-	(541,880)	0.00%
Net Change in Fund Balance	$ -	$ -	$ -	$ -	
Fund Balance, Beginning of Year			-		
Fund Balance, End of Year			$ -		

(a) Since all ARPA funds were received in prior years, we have to budget the Revenue from an Appropriation of Fund Balance. However, for accounting treatment it is shown as intergovernmental revenues

City of Cooper City, Florida
Building Inspection Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts				
	Original	Amended	YTD Actual	Variance with Amended Budget	% of Budget Used
Revenues:					
Licenses and permits	$ 1,535,000	$ 1,535,000	$ 990,682	$ (544,318)	64.54%
Intergovernmental	-	-	-	-	
Charges for services	50,000	50,000	36,644	(13,356)	73.29%
Fines and forfeitures	-	-	-	-	
Investment income	50,000	50,000	16,048	(33,952)	32.10%
Miscellaneous	3,000	3,000	880	(2,120)	29.33%
Total revenues	1,638,000	1,638,000	1,044,254	(593,746)	63.75%
Expenditures:					
Current:	-			-	
Public safety	1,706,525	1,739,067	1,195,937	543,130	68.77%
Transportation	-	-	-	-	
Culture and recreation	-	-	-	-	
Total Expenditures	1,706,525	1,739,067	1,195,937	543,130	68.77%
Excess (deficiency) of revenues over (under) expenditures	(68,525)	(101,067)	(151,683)	(50,616)	150.08%
Other Financing Sources (Uses):					
Transfers in	-	-	-	-	
Transfers out	(607,866)	(607,866)	(455,900)	151,966	75.00%
Appropriation from fund balance	676,391	708,933	-	(708,933)	0.00%
Total other financing sources (uses)	68,525	101,067	(455,900)	(556,967)	-451.09%
Net Change in fund balance	$ -	$ -	(607,583)	$ (607,583)	
Fund balance, beginning of year			1,085,756		
Fund balance, end of year			$ 478,173		

City of Cooper City, Florida
Road and Bridge Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts				
	Original	Amended	YTD Actual	Variance with Amended Budget	% of Budget Used
Revenues:					
Intergovernmental	$ 880,721	$ 880,721	$ 746,065	$ (134,656)	84.71%
Investment income	48,000	48,000	-	(48,000)	0.00%
Total revenues	928,721	928,721	746,065	(182,656)	80.33%
Expenditures:					
Transportation	2,856,482	2,996,876	1,965,853	1,031,023	65.60%
Total expenditures	2,856,482	2,996,876	1,965,853	1,031,023	65.60%
Excess (deficiency) of revenues over (under) expenditures	(1,927,761)	(2,068,155)	(1,219,788)	848,367	58.98%
Other Financing Sources (Uses):					
Transfers in	1,927,761	1,988,841	1,445,821	1 (543,020)	72.70%
Appropriation from fund balance	-	79,314	-	(79,314)	0.00%
Total other financing sources (uses)	1,927,761	2,068,155	1,445,821	(622,334)	69.91%
Net Change in fund balance	$ -	$ -	226,033	$ 226,033	
Fund balance, beginning of year			1,149,867		
Fund balance, end of year			$ 1,375,900		

1. Standard allocation from general fund was terminated in June 2026. At yearend any remaining fund balance will be transferred back to general fund

City of Cooper City, Florida
Police Confiscation Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts		YTD Actual	Variance with Amended Budget	% of Budget Used
	Original	Amended			
Revenues:					
Fines and forfeitures	$ 1,000	$ 1,000	$ 15,631	$ 14,631	1563.10%
Investment income	3,000	3,000	8,167	5,167	272.23%
Total revenues	4,000	4,000	23,798	19,798	594.95%
Expenditures:					
Current:	4,000	4,000	-	4,000	0.00%
Total expenditures	4,000	4,000	-	4,000	0.00%
Excess (deficiency) of revenues over (under) expenditures	-	-	23,798	23,798	
Other Financing Sources (Uses):					
Net Change in fund balance	$ -	$ -	23,798	$ 23,798	
Fund balance, beginning of year			242,693		
Fund balance, end of year			$ 266,491		

City of Cooper City, Florida
Tree Trust Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts				
	Original	Amended	YTD Actual	Variance with Amended Budget	% of Budget Used
Revenues:					
Investment income	$ 2,000	$ 2,000	$ 7,473	$ 5,473	373.65%
Miscellaneous	11,500	11,500	27,930	16,430	242.87%
Total revenues	13,500	13,500	35,403	21,903	262.24%
Expenditures:					
Culture and recreation	13,500	213,500	-	1 213,500	0.00%
Total expenditures	13,500	213,500	-	213,500	0.00%
Excess (deficiency) of revenues over (under) expenditures	-	(200,000)	35,403	235,403	-17.70%
Other Financing Sources (Uses):					
Appropriation from fund balance	-	200,000	200,000	-	100.00%
Total other financing sources (uses)	-	200,000	200,000	-	100.00%
Net Change in fund balance	$ -	$ -	235,403	$ 235,403	
Fund balance, beginning of year			212,878		
Fund balance, end of year			$ 48,281		

1 Tree trimming expenses erroneously taken out of general fund dept 317. Will be transferred to Tree trust Fund before yearend

City of Cooper City, Florida
Parking Lot Fund Schedule of
Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts		YTD Actual	Variance with Amended Budget	% of Budget Used
	Original	Amended			
Operating Revenues:					
Charges for services	$ 161,000	$ 161,000	$ 153,908 **(a)**	$ (7,092)	95.60%
Appropriation of fund balance	750,000	750,000	-	(750,000)	0.00%
Miscellaneous	-	-	225	225	
Total operating revenues	911,000	911,000	154,133	(756,867)	16.92%
Operating Expenses:					
Personnel services and benefits	21,784	21,784	18,707	3,077	85.87%
Professional services	18,000	18,000	12,098	5,902	67.21%
Materials and supplies	2,000	4,000	-	4,000	0.00%
Utilities	8,338	8,338	6,994	1,344	83.88%
Repairs and maintenance	17,513	15,513	4,612	10,901	29.73%
Miscellaneous	-	-	8,969 **(b)**	(8,969)	
Depreciation	-	-	7,141	(7,141)	
Total operating expenses	67,635	67,635	58,521	9,114	86.52%
Operating income	843,365	843,365	95,612	747,753	11.34%
Nonoperating Revenues (Expenses):					
Investment income	3,000	3,000	-	3,000	0.00%
Total nonoperating revenues and (expenses)	3,000	3,000	-	3,000	0.00%
Income before capital contributions and transfers	846,365	846,365	95,612	750,753	11.30%
Capital Contributions and Transfers:					
Transfers out	(846,365)	(846,365)	(336,785)	(509,580)	39.79%
Total capital contributions and transfers	(846,365)	(846,365)	(336,785)	(509,580)	39.79%
Change in net position	-	-	(241,173)	241,173	

(a) - Parking Lot fees are billed annualy in October and currently recognize it all in October.
(b) - Property taxes for the RV Lots

City of Cooper City, Florida
Stormwater Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual for the Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts		YTD Actual	Variance with Amended Budget	% of Budget Used
	Original	Amended			
Operating Revenues:					
Charges for services	$709,283	$709,283	$576,916	$(132,367)	81.34%
Miscellaneous	-	-	9,439	9,439	
Total operating revenues	709,283	709,283	586,355	(122,928)	82.67%
Operating Expenses:					
Personnel services and benefits	150,226	150,226	140,113	10,113	93.27%
Professional services	507,000	507,000	123,9781	383,022	24.45%
Materials and supplies	10,200	10,200	7,245	2,955	71.03%
Repairs and maintenance	15,900	15,900	15,397	503	96.84%
Miscellaneous	31,800	31,800	8,868	22,932	27.89%
Depreciation	-	-	154,943	(154,943)	
Total operating expenses	715,126	715,126	450,544	264,582	63.00%
Operating income	(5,843)	(5,843)	135,811	(141,654)	-2324.34%
Nonoperating Revenues (Expenses):					
Investment income	9,000	9,000	26,961	(17,961)	299.57%
Interest expense	(212,556)	(212,556)	(4,451)	(208,105)	2.09%
Total nonoperating revenues and (expenses)	(203,556)	(203,556)	22,510	(226,066)	-11.06%
Income before capital contributions and transfers	(209,399)	(209,399)	158,321	(367,720)	-75.61%
Capital Contributions and Transfers:					
Transfers in	221,399	221,399	166,049	55,350	75.00%
Transfers out	(12,000)	(12,000)	(9,000)	(3,000)	75.00%
Total capital contributions and transfers	209,399	209,399	157,049	52,350	75.00%
Change in net position	-	-	315,370	(315,370)	

1 Budget included Stormwater Master Plan, however, we have obtained grant funds to pay for it.

City of Cooper City, Florida
Water and Sewer Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual for the Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts		YTD	Variance with Amended	% of Budget
	Original	Amended	Actual	Budget	Used
Operating Revenues:					
Grant revenue	$ -	$ -	$ 6,267	$ 6,267	
Charges for services	$ 15,400,560	$ 15,400,560	$ 14,640,984	$ (759,576)	95.07%
Miscellaneous	74,000	74,000	37,602	(36,398)	50.81%
				-	
Total operating revenues	15,474,560	15,474,560	14,684,853	(789,707)	94.90%
Operating Expenses:					
Personnel services and benefits	5,831,014	5,831,014	4,781,116	1,049,898	81.99%
Professional services	2,096,114	2,147,489	857,135	1,290,354	39.91%
Materials and supplies	2,029,185	2,048,735	1,192,125	856,610	58.19%
Utilities	938,000	938,000	856,833	81,167	91.35%
Insurance	968,752	968,752	983,413 **(a)**	(14,661)	101.51%
Repairs and maintenance	1,466,863	1,482,496	762,718	719,778	51.45%
Miscellaneous	1,232,270	1,156,712	121,910	1,034,802	10.54%
Depreciation	-	-	1,595,603	(1,595,603)	
Total operating expenses	14,562,198	14,573,198	11,150,853	3,422,345	76.52%
Operating income	912,362	901,362	3,534,000	(2,632,638)	392.07%
Nonoperating Revenues (Expenses):					
Gain/(loss) on sale of capital assets	-	-	(104,676)	104,676	
Investment income	400,000	400,000	467,508 **(b)**	(67,508)	116.88%
Total nonoperating revenues and (expenses)	400,000	400,000	362,832	37,168	90.71%
Income before capital contributions and transfers	1,312,362	1,301,362	3,896,832	(2,595,470)	299.44%
Capital Contributions and Transfers:					
Capital outlay	(1,021,875)	(2,087,231)	(1,136,256)	(950,975)	54.44%
Appropriation from retained earnings	-	1,076,356	-	1,076,356	0.00%
Transfers in	2,541,244	2,541,244	-	2,541,244	0.00%
Transfers out	(2,831,731)	(2,831,731)	(2,123,798)	(707,933)	75.00%
Total capital contributions and transfers	(1,312,362)	(1,301,362)	(3,260,054)	1,958,692	250.51%
Change in net position	-	-	636,778	(636,778)	

(a) Includes insurance premium for July-Dept 2026
(b) Budgeted incorrectly. Migration to new bank budgeted for October, live February 2026

City of Cooper City, Florida
Solid Waste Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual for the Eleven Months Ended August 31, 2026

91.67% of Fiscal Year Completed

	Budgeted Amounts		YTD Actual	Variance with Amended Budget	% of Budget Used
	Original	Amended			
Operating Revenues:					
Charges for services	$ 4,330,476	$ 4,330,476	$ 4,183,789	$ (146,687)	96.61%
Miscellaneous	62,342	62,342	65,762	3,420	105.49%
Total operating revenues	4,392,818	4,392,818	4,249,551	(143,267)	96.74%
Operating Expenses:					
Professional services	4,140,223	4,140,223	3,355,069	785,154	81.04%
Materials and supplies	1,000	1,000	560	440	56.00%
Contingency	251,595	251,595	-	251,595	0.00%
Total operating expenses	4,392,818	4,392,818	3,355,629	1,037,189	76.39%
Operating income	-	-	893,922	(893,922)	
Nonoperating Revenues (Expenses):					
Interest on interfund loan	-	-	(67,725)	67,725	
Total nonoperating revenues and (expenses)	-	-	67,725	(67,725)	
Income before capital contributions and transfers	-	-	961,647	(961,647)	
Capital Contributions and Transfers:					
Change in net position	-	-	961,647	(961,647)	

City of Cooper City, Florida
Statement of Net Position
Proprietary Funds
August 31, 2026

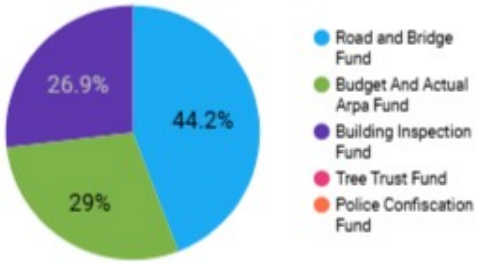
	Water and Sewer Fund	Stormwater Fund	Solid Waste Enterprise Fund	Parking Lot Fund	Total
Assets:					
Current assets					
Cash, cash equivalents, and investments	$ 16,102,961	$ 881,991	$ 2,161,660	$ (13,826)	$ 19,132,786
Accounts receivable, net	776,181	44,002	293,793	12,941	1,126,917
Total current assets	16,879,142	925,993	2,455,453	(885)	20,259,703
Noncurrent assets:					
Prepaids	3,500,000	-	-	-	3,500,000
Capital assets, non-depreciable	1,914,966	-	-	535,492	2,450,458
Capital assets, depreciable, net	38,939,228	3,689,892	-	148,759	42,777,879
Total noncurrent assets	44,354,194	3,689,892	-	684,251	48,728,337
Total assets	61,233,336	4,615,885	2,455,453	683,366	68,988,040
Deferred outflows of resources:					
Deferred outflows relating to pensions	1,083,280	20,542	-	-	1,103,822
Deferred outflows relating to other post employment benefits (OPEB)	432,060	13,228	-	-	445,288
Total deferred outflows of resources	1,515,340	33,770	-	-	1,549,110
Total Assets and Deferred Outflows of Resources	$ 62,748,676	$ 4,649,655	$ 2,455,453	$ 683,366	$ 70,537,150

City of Cooper City, Florida
Statement of Net Position
Proprietary Funds
August 31, 2026

	Water and Sewer Fund	Stormwater Fund	Solid Waste Enterprise Fund	Parking Lot Fund	Total
Liabilities:					
Current liabilities					
Accounts payable	106,982	7,968	-	2,346	117,296
Accrued liabilities	(829)	(38)	-	2	(865)
Notes payable	-	6	-	-	6
Compensated absences	133,120	6,602	-	-	139,722
Deposits payable - from restricted assets	1,190,055	-	-	22,725	1,212,780
Total current liabilities	1,429,328	14,538	-	25,073	1,468,939
Noncurrent liabilities:					
Compensated absences	399,360	19,805	-	-	419,165
Notes payable, net of current portion	-	157,624	-	-	157,624
OPEB liability	2,028,563	58,442	-	-	2,087,005
Net pension liability	2,265,689	44,769	-	-	2,310,458
Total noncurrent liabilities	4,693,612	280,640	-	-	4,974,252
Total liabilities	6,122,940	295,178	-	25,073	6,443,191
Deferred inflows of resources:					
Deferred inflows relating to pensions	1,187,530	60,155	732	-	1,248,417
Deferred inflows relating to other post employment benefits (OPEB)	813,828	24,918	-	-	838,746
Total deferred inflows of resources	2,001,358	85,073	732	-	2,087,163
Net position:					
Net investment in capital assets	40,854,194	3,532,262	-	684,251	45,070,707
Unrestricted	13,770,184	737,142	2,454,721	(25,958)	16,936,089
Total net position	$ 54,624,378	$ 4,269,404	$ 2,454,721	$ 658,293	$ 62,006,796

Special Revenue Expenditures (% of Budget Used)

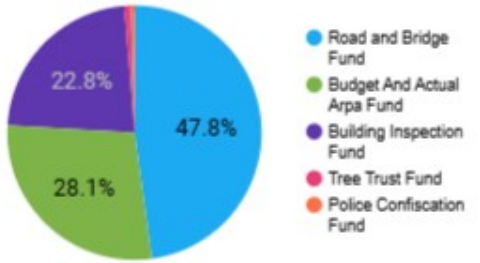
Total Expenditures
4,450,892





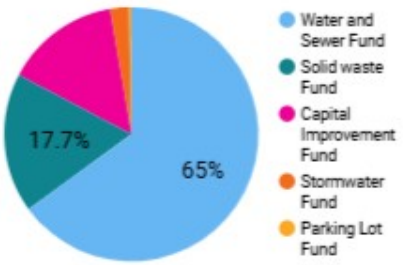
Special Revenue

Total Revenue
4,584,443



Proprietary Funds Expenditures (% of Budget Used)

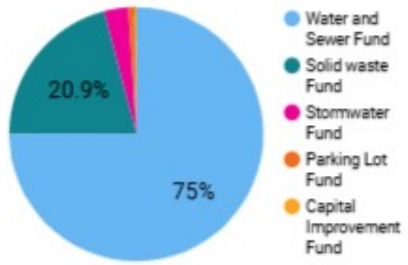
Total Expenditures
18,910,741





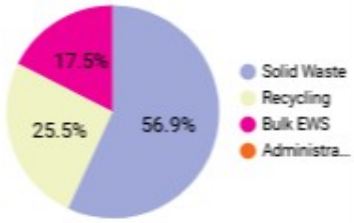
Proprietary Funds Revenue

Total Revenue
20,052,873



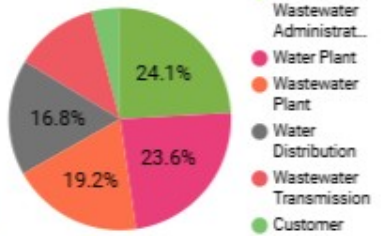
Solid Waste Enterprise Fund Expenditures

Total Expenditures
3,355,628



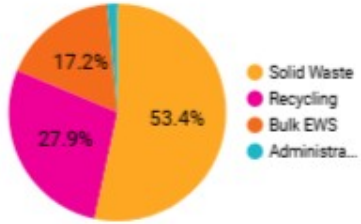
Water & Sewer Utility Fund Expenditures

Total Expenditures
9,739,807

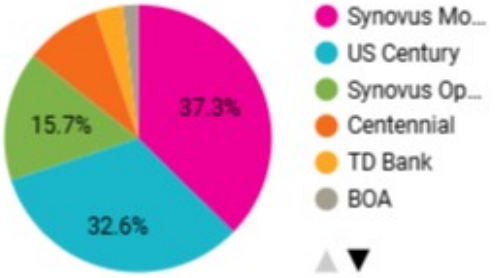


Solid Waste Enterprise Fund Revenue

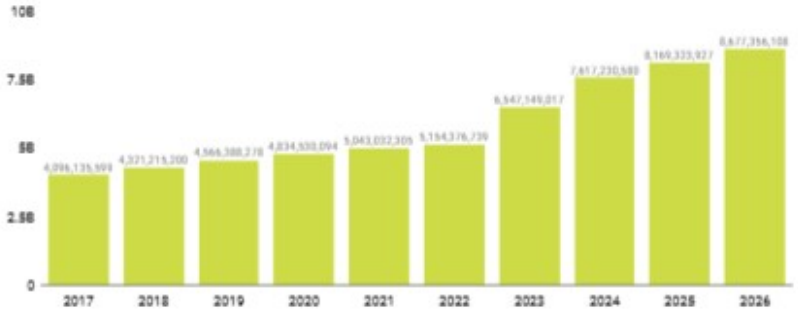
Ending_Balance
4,249,551



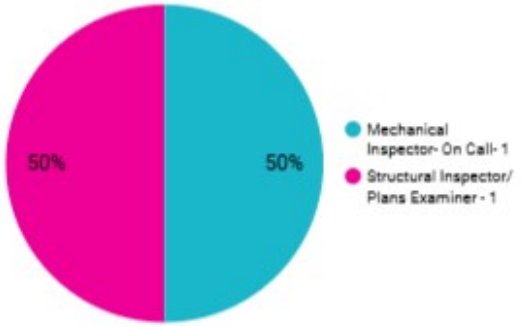
TOTAL CASH:
34,558,573.18



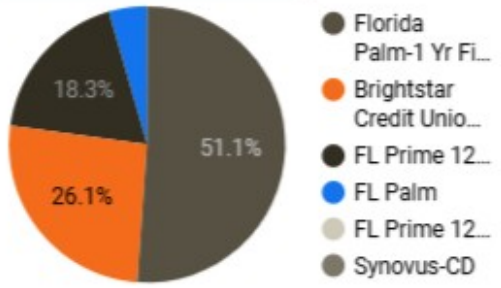
Assessed and Estimated Actual Value of Taxable Property



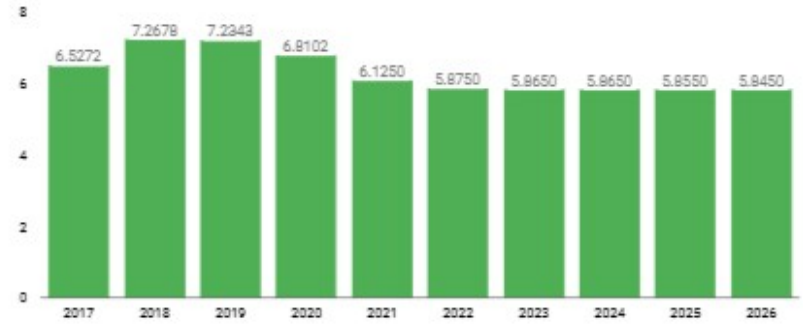
Building Fund Vacant Positions



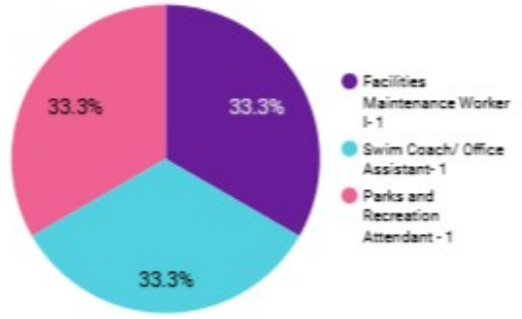
TOTAL INVESTMENTS:
30,702,387.61



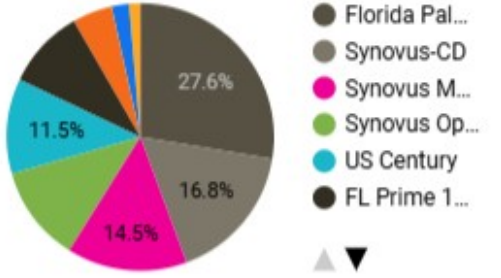
Total City Millage Rate



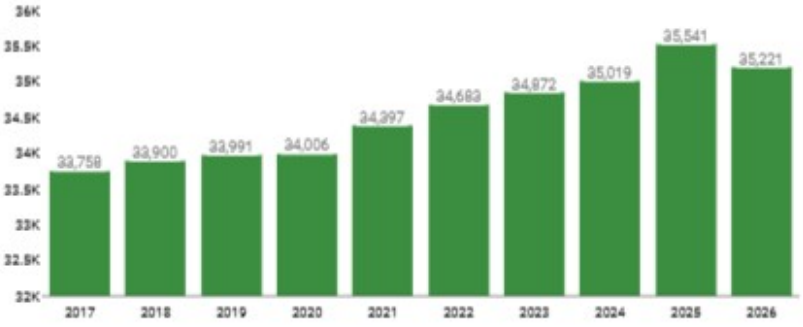
General Fund Vacant Positions



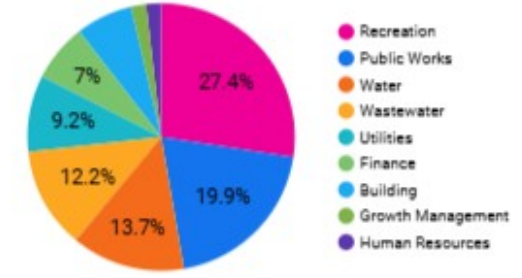
Interest Earned
2,057,680



City of Cooper City Population



Employees by Function (FTE) Total:
130.96



Meeting Date: 10/27/2026 Item #5.

Check Date	Check	Vendor Name	Description	Amount
Bank 00002 TD BANK				
08/31/2026	1482(E)	TD BANK	cooper city connect supplies	16,809.33
08/31/2026	1483(E)	TD BANK	940 uniforms	6,399.09
08/31/2026	1484(E)	TD BANK	mayors chess challenge supplies	3,403.08
08/31/2026	1485(E)	TD BANK	Program Service Fee	13,264.58
08/31/2026	1486(E)	TD BANK	Code Training Giordano	14,264.88
08/31/2026	1487(E)	TD BANK	Kitchen Dawn Dish Soap	244,252.17
08/31/2026	1488(E)	TD BANK	Office Supplies	973.79
08/31/2026	1489(E)	TD BANK	FACC DUES	3,327.00
08/31/2026	1490(E)	TD BANK	supplies	3,719.27
08/31/2026	1491(E)	TD BANK	return	1,594.58
00002 TOTALS:				
Total of 10 Checks:				308,007.77
Less 0 Void Checks:				0.00
Total of 10 Disbursements:				308,007.77
Bank 00004 SYNOVUS BANK-AP ACCOUNT				
08/06/2026	520(A)	BELL BUSINESS FORMS	PARKING CITATIONS	2,372.90
08/06/2026	521(A)	BRADY PLUS	FOAM SOAP, HAND SANITIZER	923.82
08/06/2026	522(A)	BRITTANY RODGERS	INSTRUCTOR PAYMENT	390.00
08/06/2026	523(A)	BROWARD COUNTY SHERIFF'S OFFICE	BROWARD SHERIFF'S OFFICE POLICE SERVICES	2,496,696.33
08/06/2026	524(A)	CARLON, INC	CO2 MANIFOLD	177.06
08/06/2026	525(A)	CHRIS DECKER	ZUMBA INSTRUCTOR PAYMENT	528.00
08/06/2026	526(A)	CITY ELECTRIC SUPPLY COMPANY	500 MCM 5 PORT UV BLACK MULTI-TAP (3)	1,681.28
08/06/2026	527(A)	CITY FIRE, INC.	TROUBLESHOOT FIRE EXTINGUISHER	125.00
08/06/2026	528(A)	CONCRETE WORKS & PAVING INC	CONCRETE AND ASPHALT RESTORATION 10735 S	12,625.00
08/06/2026	529(A)	DAVE'S PEST CONTROL LLC	UTILITIES 1-SUPER	175.00
08/06/2026	530(A)	DAVID LEDERMAN	BRICK INSCRIPTION	135.00
08/06/2026	531(A)	DEMI MORENTE	GYMNASTICS INSTRUCTOR PAYMENT	375.00
08/06/2026	532(A)	DI PIETRO PARTNERS PLLC	V. RENAISSANCE SCHOOL	75.00
08/06/2026	533(A)	FERGUSON ENTERPRISES, LLC	PVC CEMENT, PRIMER, THREAD TAPE	8,498.41
08/06/2026	534(A)	FULL MOON CREATIVE LLC	COMMISSION MEETINGS 05/12/2026 & 05/26/2	400.00
08/06/2026	535(A)	GOLF AGRONOMICS SUPPLY & HANDLING	SIS2026-4 - PURCHASE OF ATHLETIC FIELD S	10,478.54
08/06/2026	536(A)	GOREN, CHEROF, DOODY & EZROL, P.A.	GENERAL MATTERS	31,835.75
08/06/2026	537(A)	HAZEN & SAWYER, D.P.C.	CYCLE 4 NPDES PERMITTING -TASK ORDER 202	10,876.80
08/06/2026	538(A)	JAIME GARMIZO	PALLET SOD	216.00
08/06/2026	539(A)	JILL ANKNEY	CYCLONES SWIM PROGRAM	5,857.93
08/06/2026	540(A)	KELLY TRACTOR	OILCAT HYDRO, COOLANT-ELC VEH# 3479	100.10
08/06/2026	541(A)	MERCHANTS ASSOCIATION COLLECTION DI	07/01/2026 - 07/31/2026	317.42
08/06/2026	542(A)	PH CONSULTING INC	LANDSCAPE CONSULTING SERVICES	3,100.00
08/06/2026	543(A)	PLAYCORE WISCONSIN, INC.	ZERO-G SEAT REPALCEMENT PARTS	613.38
08/06/2026	544(A)	SEYMOUR MIDWEST LLC	VALVE KEYS FOR IN-GROUND WATER SHUT OFF	1,225.92
08/06/2026	545(A)	SUPERIOR LANDSCAPING& LAWN SVC INC.	CITYWIDE LANDSCAPE SERVICES - GROUP A -	27,776.46
08/06/2026	546(A)	USA BLUE BOOK	LAB REAGENTS - CONDUCTIVITY SOLUTION	181.70
08/06/2026	547(A)	VERIZON CONNECT FLEET USA LLC	VEHICLE TRACKING YR-LONG SUBSCRIPTION	1,561.57
08/06/2026	548(A)	WESCO TURF INC.	GROUNDMASTER 4500 - NEW LIFT CYLINDERS	7,253.72
08/13/2026	254(S)	WESCO TURF INC.	GROUNDSMASTER 4500 T4 LIFT CYLINDERS	0.00
08/13/2026	549(A)	ADVANCED ENVIRONMENTAL LABORATORIES	TESTING SERVICES	3,752.00
08/13/2026	550(A)	ANGEL PETTI ROSENBERG, P.A.	SPECIAL MAGISTRATE HEARING	600.00
08/13/2026	551(A)	BRADY PLUS	KC HAND SANITIZER SOAP	4,007.24
08/13/2026	552(A)	CITY ELECTRIC SUPPLY COMPANY	COMMUNITY CENTER A/C #4 - REPLACE DISCON	657.62

Meeting Date: 10/27/2026 Item #5.

Check Date	Check	Vendor Name	Description	Amount
08/13/2026	553(A)	CONCRETE WORKS & PAVING INC	CONCRETE AND ASPHALT RESTORATION - SIDEW	128,681.50
08/13/2026	554(A)	CORE & MAIN LP	ANNUAL MAINTENANCE & SENSUS AMI SOFTWARE	15,000.00
08/13/2026	555(A)	DI PIETRO PARTNERS PLLC	V. RENAISSANCE SCHOOL	6,687.00
08/13/2026	556(A)	FERGUSON ENTERPRISES, LLC	BOX AND LID	3,292.00
08/13/2026	557(A)	FLORIDA NURSERY MART	INSTALLATION OF 12 SOD PALLETS P&T CENTE	4,779.60
08/13/2026	558(A)	FULL MOON CREATIVE LLC	COMMISSION MEETINGS 07/21/2026	200.00
08/13/2026	559(A)	HOSES PLUS, INC.	HYDRAULIC HOSE ASSEMBLY # 9419	312.34
08/13/2026	560(A)	INVOICE CLOUD	SERVICE PERIOD 07/01/2026 - 07/31/2026	140.00
08/13/2026	561(A)	JAVY ORTIZ NURSERY	SIS2026-3 - CERTIFIED TIFWAY 419 BERMUDA	233,000.00
08/13/2026	562(A)	JVA ENGINEER CONTRACTOR, INC.	SW 49TH STREET CULVERT REPLACEMENT	19,500.00
08/13/2026	563(A)	LEHMAN PIPE AND PLUMBING SUPPLY INC	SCH 80 PVC SLIP CPLG (5)	1,209.73
08/13/2026	564(A)	LOU'S GLOVES, INC.	NITRILE GLOVES	996.00
08/13/2026	565(A)	PH CONSULTING INC	LANDSCAPE CONSULTING SERVICES	425.00
08/13/2026	566(A)	QUADIENT FINANCE USA. INC.	POSTAGE FOR MACHINE - 7900 0440 8010 933	3,680.00
08/13/2026	567(A)	RAY E. WILLIAMS, INC.	EV CHARGERS INSTALLATION - COMMUNITY DEV	4,320.00
08/13/2026	568(A)	SHAW LEWENZ	CITY OF COOPER CITY V. GREGORY, TONY	9,714.50
08/13/2026	569(A)	SUNSHINE ENTERPRISES, INC.	CITY APPAREL FOR PUBLIC WORKS	106.13
08/13/2026	570(A)	SUPERIOR LANDSCAPING& LAWN SVC INC.	CITYWIDE LANDSCAPE SERVICES - GROUP A -	27,776.46
08/13/2026	571(A)	TOSHIBA AMERICA BUSINESS SOLUTIONS	KIP 7170 NETWORK PRINTER - PUBLIC WORKS	867.74
08/13/2026	572(A)	W. W. GRAINGER, INC	GLOVES	998.14
08/14/2026	213196	AFLAC	AFLAC AUGUST 2026	34.62
08/14/2026	213197	ALLIED UNIVERSAL CORP.	SODIUM HYPOCHLORITE BULK	8,598.80
08/14/2026	213198	AMERICAN FIDELITY ASSURANCE CO	AF FLEX 08-11-2026 AND 08-25-2026	2,669.16
08/14/2026	213199	AMY DISHOWITZ	BACK TO SCHOOL CAMP WEEK 2 CANCELLATION	130.00
08/14/2026	213200	ANDRE SANZ	SECURITY DEPOSIT REFUND - ANDRE SANZ	250.00
08/14/2026	213201	ANNA KOLEDOVA	INSTRUCTOR PAYMENT	198.40
08/14/2026	213202	AT&T	SERVICE 08/01/2026 - 08/31/2026	682.04
08/14/2026	213203	AT&T WIRELESS	TELEPHONE 07/20/2026 - 08/19/2026	159.48
08/14/2026	213204	BENNIE LANGFORD	REIMBURSEMENT FOR BSO TRAINING	431.21
08/14/2026	213205	BENTLEY MILLS INC	CARPET INSTALLATION FOR COMMUNITY CENTER	2,985.89
08/14/2026	213206	BROWARD COUNTY RECORDS	JULY RECORDINGS	260.00
08/14/2026	213207	BROWARD METROPOLITAN	BMPO LOCAL CONTRIBUTION DUES FY 26 - 27	6,192.18
08/14/2026	213208	BURKHARD'S TRACTOR & EQUIPMENT, INC	FUEL PUMP RING # 383	61.16
08/14/2026	213209	CPZ ARCHITECTS, INC.	DESIGN CRITERIA PACKAGE PUBLIC SAFETY CO	28,950.00
08/14/2026	213210	DAVID NILES	DAVID NILES TANKER VEHICLE ENDORSEMENT F	82.00
08/14/2026	213211	FISHER SCIENTIFIC	BX FURN MLDTHRM DIGITAL 120V	7,073.36
08/14/2026	213212	FLORIDA DEPARTMENT OF REVENUE	REEMPLOYMENT TAX	3,300.00
08/14/2026	213213	GULF ICE SYSTEMS, INC.	COMMUNITY CENTER ICE MACHINE REPAIR	132.78
08/14/2026	213214	HYVAC MECHANICAL SERVICES, INC.	REPLACEMENT OF DUCTWORK SHEETMETAL	19,531.86
08/14/2026	213215	IMPERIAL ELECTRICAL INC	STREETLIGHT POLE REPLACEMENT D31	5,585.50
08/14/2026	213216	INFOSEND, INC.	PAPER STOCK - JULY 2026	3,935.17
08/14/2026	213217	IRINA KARASIK	BACK TO SCHOOL CAMP WEEK 2 CANCELLATION	250.00
08/14/2026	213218	J&J INC, D/B/A EAGLE PAINTING	NEIGHBORHOOD PARKS - RACQUETBALL COURTS	7,071.98
08/14/2026	213219	JACOBS ENGINEERING GROUP INC	ANNUAL SCADA MAINTENANCE-2026	1,549.00
08/14/2026	213220	JAMES WESTCOTT	JAMES WESTCOTT CDL RENEWAL	75.00
08/14/2026	213221	KNAPHEIDE TRUCK EQUIPMENT COMPANY S	CYLINDER LIFT GATE THIEMAN	1,194.00
08/14/2026	213222	LANDRIAN, RICARDO	PROPERTY DAMAGE AT WEST RV LOT	137.37
08/14/2026	213223	MASSACHUSETTS MUTUAL LIFE	FARRELL LIFE AUGUST 2026	29.12
08/14/2026	213224	MIAMI TIRESOLES	ENDURANCE GDYR 2358516 (4)	583.08
08/14/2026	213225	NATIONAL DEALER SUPPLIES, INC.	P&R - PRESSURE CLEANER	5,987.00
08/14/2026	213226	O'REILLY AUTOMOTIVE STORES, INC	FEELER GAUGE - SHOP	585.79
08/14/2026	213227	OCCUPATIONAL HEALTH CTRS OF SW P.A.	RAPID E-CUP AND PRE-EMPLOYMENT SERVICE -	216.00
08/14/2026	213228	PATRICIA SCINICARIELLO	SECURITY DEPOSIT REFUND - PATRICIA SCINI	250.00
08/14/2026	213229	PREMIER BOUNCE N SLIDE PARTY RENTAL	WATERSLIDES FOR SUMMER CAMP	4,400.00
08/14/2026	213230	PRO FITNESS	TRUE, XFW SERIES - PLATE LOAD LEG PRESS	4,850.00

Meeting Date: 10/27/2026 Item #5.

Check Date	Check	Vendor Name	Description	Amount	
08/14/2026	213231	RECHTIEN INTERNATIONAL TRUCKS	RECALIBRATE # 9385	1,072.56	
08/14/2026	213232	SANTA & CO. LLC	PROFESSIONAL SANTA SUITS (2) - OPERATION	4,231.60	
08/14/2026	213233	SAWGRASS FORD	CORE # 9393	1,014.36	
08/14/2026	213234	SITEONE LANDSCAPE SUPPLY HOLDING LL	FY 26 - BASEBALL/SOFTBALL BASES	25,221.74	
08/14/2026	213235	SPATCO ENERGY SOLUTIONS, LLC	ANNUAL OPERABILITY TESTS	400.00	
08/14/2026	213236	SUN-SENTINEL	UTILITIES AD RAN ON 07/31/26	248.38	
08/14/2026	213237	SUNBELT RENTALS	52" DOUBLE DRUM RIDE-ON ROLLER	11,105.55	
08/14/2026	213238	SUNSHINE STATE ONE CALL OF FL INC.	MONTHLY ASSESSMENT BILLING FY2025-2026	266.57	
08/14/2026	213239	THE CDL SCHOOLS LLC	CDL SCHOOL AND LICENSE (6) UTL EMPLOYEES	15,000.00	V
08/14/2026	213240	THE PARTS HOUSE	BATTERY # 9443	1,219.67	
08/14/2026	213241	THE SHERWIN-WILLIAMS CO.	PAINT RETAINING WALL LIFT STATION #54	528.65	
08/14/2026	213242	TROY INDUSTRIES INC	T SHIRTS	285.00	
08/14/2026	213243	UNITED HEALTHCARE	MED SUPP AUGUST 2026	6,587.89	
08/14/2026	213244	WHEELABRATOR SOUTH BROWARD INC.	RESIDENTIAL COUNTY	74,658.80	
08/14/2026	213245	YENNYFER MORALES LIKENS	ACTIVITY CANCELLATION - LIL STAR SPORTS	154.00	
08/21/2026	573(A)	BRADY PLUS	DISP ICON AUTOMATIC ROLL TOWEL HOUSING	500.00	
08/21/2026	574(A)	BROWARD COUNTY SHERIFF'S OFFICE	FUEL JULY 2026	13,824.50	
08/21/2026	575(A)	CORE & MAIN LP	PARTS FOR WATER METER REPAIRS	317.80	
08/21/2026	576(A)	DANCE HEAVEN LLC	INSTRUCTOR PAYMENT	380.00	
08/21/2026	577(A)	DAVE'S PEST CONTROL LLC	UTILITIES (E1)	125.00	
08/21/2026	578(A)	FERGUSON ENTERPRISES, LLC	RSR RNG	6,154.50	
08/21/2026	579(A)	HAZEN & SAWYER, D.P.C.	TASK ORDER 2026-05 TECHNICAL ASSISTANCE	4,105.00	
08/21/2026	580(A)	HILL MANUFACTURING COMPANY, INC.	SILICONE SPRY RELS-AERO	205.17	
08/21/2026	581(A)	HYDRA SERVICE (S), INC	SOLENOID PARTS FOR THE CONTROL PANEL	3,650.00	
08/21/2026	582(A)	INTERACID NORTH AMERICA	SULPHURIC ACID 93%	7,502.15	
08/21/2026	583(A)	LIL STARS SPORTS INC	INSTRUCTOR PAYMENT	5,133.83	
08/21/2026	584(A)	OPTIMIST CLUB OF COOPER CITY	FLAG REGISTRATION FEE	103,049.00	
08/21/2026	585(A)	PSI TECHNOLOGIES INC	WILO LIFT STATIONS PUMP REPLACEMENT/ PAR	5,728.00	
08/21/2026	586(A)	R.J. BEHAR & COMPANY, INC	STIRLING ROAD ROADWAY & DRAINAGE IMPROVE	131,193.14	
08/21/2026	587(A)	SB EVENTS & PRODUCTIONS	COMMUNITY EVENT	750.00	
08/21/2026	588(A)	SYNAGRO-WWT, INC	SLUDGE DISPOSAL SERVICES	27,704.00	
08/21/2026	589(A)	THE FITNESS SOLUTION, INC.	UPHOLSTERY, PARTS, ETC.	3,436.27	
08/21/2026	590(A)	UNIVAR SOLUTIONS USA	CITRIC ACID 50% DR446 TECH LIQ	2,527.46	
08/21/2026	591(A)	W. W. GRAINGER, INC	COMMERCIAL PRESSURE GAUGE	49.58	
08/26/2026	592(E)	FPL	FPL MASTER ACCOUNTS ONLINE PAYMENT	17,603.05	
08/26/2026	593(E)	FPL	FPL ACCOUNTS ONLINE PAYMENTS	126,509.96	
08/27/2026	594(A)	A&A DRAINAGE & VAC SERVICES, INC.	STORMWATER AND WASTEWATER MAINTENANCE S	7,875.97	
08/27/2026	595(A)	ALLSTATE RESOURCE MANAGEMENT, INC	RETENTION POND MAINTENANCE	550.00	
08/27/2026	596(A)	BRENNTAG MID-SOUTH, INC.	ANHYDROUS AMMONIA	715.95	
08/27/2026	597(A)	BROWARD COUNTY SHERIFF'S OFFICE	FUEL JUNE 2026	14,680.14	
08/27/2026	598(A)	CITY ELECTRIC SUPPLY COMPANY	BREAKER, TAMPER, ETC.	585.70	
08/27/2026	599(A)	COMMERCIAL ENERGY SPECIALISTS, INC	MONTHLY SITE ASSESSMENT: OCTOBER, 2025 -	258.00	
08/27/2026	600(A)	CONCRETE WORKS & PAVING INC	CONCRETE AND ASPHALT RESTORATION SERVICE	18,853.50	
08/27/2026	601(A)	CONDO ELECTRIC MOTOR REPAIR CORP	MOTOR REPAIR	3,995.00	
08/27/2026	602(A)	DAVE'S PEST CONTROL LLC	PUBLIC WORKS AUGUST 2026	415.00	
08/27/2026	603(A)	ENVIRONMENTAL PRODUCTS GROUP, INC.	CYLINDER # 3429	803.07	
08/27/2026	604(A)	FERGUSON ENTERPRISES, LLC	METER FLANGES	22,565.21	
08/27/2026	605(A)	HAZEN & SAWYER, D.P.C.	CYCLE 4 NPDES PERMITTING -TASK ORDER 202	6,811.00	
08/27/2026	606(A)	JAVY ORTIZ NURSERY	PRE-SEASON LASER GRADING - BASEBALL/SOFT	12,050.00	
08/27/2026	607(A)	KIMLEY-HORN & ASSOC. INC.	PHASE I ENVIRONMENTAL SITE ASSESSMENT SE	4,690.00	
08/27/2026	608(A)	LAAS 88 LLC	WAYFINDING MAXMETAL SIGNS	1,280.02	
08/27/2026	609(A)	MUNDO CONSTRUCTION	ADDITIONAL COST PER OWNER'S REQUEST	53,092.00	
08/27/2026	610(A)	PH CONSULTING INC	LANDSCAPE CONSULTING SERVICES	1,125.00	
08/27/2026	611(A)	RONALD L. BOOK, P.A.	LEGISLATIVE RELATIONS AND LOBBYING SERV	5,000.00	
08/27/2026	612(A)	SFM LANDSCAPE SERVICES LLC	CITYWIDE CONTRACT TREE TRIMMING SERVICES	251,520.00	

Check Date	Check	Vendor Name	Description	Amount
08/27/2026	613(A)	SUNSHINE ENTERPRISES, INC.	CITY APPAREL - COMMISSIONER MALLOZZI	49.32
08/27/2026	614(A)	THE FITNESS SOLUTION, INC.	REPAIR AND INSTALLATION OF BENCH FRAMES	650.00
08/27/2026	615(A)	TRANSPORTATION SOLUTIONS & LIGHTING	TRAFFIC CALMING PILOT PROGRAM - 8 SPEED	17,122.00
08/27/2026	616(A)	TROPICAL FENCE & DESIGN, LLC	FENCE INSTALLATION	4,960.00
08/27/2026	617(A)	USA BLUE BOOK	PACKAGING BOTTLE	290.99
08/27/2026	618(A)	W. W. GRAINGER, INC	GAUGE GUARD	260.55
08/27/2026	619(A)	WEEKLEY ASPHALT PAVING, INC.	S-3 4.5 TON	360.00
08/27/2026	620(A)	ZIMY ELECTRONICS, INC	UDM PRO FIREWALL	700.00
08/28/2026	621(A)	APPTEGY INC	THRILLSHARE MEDIA SUBSCRIPTION (WEBSITE	11,025.00
08/28/2026	622(A)	OPTIMIST CLUB OF COOPER CITY	SOFTBALL REGISTRATION FEE	25,733.70
08/28/2026	623(A)	PH CONSULTING INC	LANDSCAPE CONSULTING SERVICES	1,475.00
08/31/2026	213246	4IMPRINT	PROMOTIONAL ITEMS FOR PARKS AND RECREATI	1,823.59
08/31/2026	213247	ADP, INC.	ADP PAYROLL AND HR MODULES PROCESSING	10,657.35
08/31/2026	213248	AETNA	WORKERS COMP INSURANCE PAID THIS TRIP	189.12
08/31/2026	213249	AHMAR SAYEC, JHONNY	UB refund for account: 55286	117.52
08/31/2026	213250	AMERICAN FIDELITY ASSURANCE	AF PRODUCT AUGUST 2026	6,765.05
08/31/2026	213251	ANDREA SOTO	SWIM MEET COACHING	3,000.00
08/31/2026	213252	APPEL, CORINNE	UB refund for account: 44189	63.87
08/31/2026	213253	AT&T	831-001-2341-559 TELEPHONE 07/01/2026 -	1,436.12
08/31/2026	213254	AT&T	831-001-6354 346 08/15/2026 - 09/14/202	3,843.60
08/31/2026	213255	AT&T	SERVICE 08/16/2026 - 09/15/2026	551.49
08/31/2026	213256	AT&T	TELEPHONE 08/04/2026 - 09/03/2026	1,087.37
08/31/2026	213257	AUSTIN THOMPSON	ORIGINAL CDL	75.00
08/31/2026	213258	AZPURUA, JONATHAN	UB refund for account: 45413	81.72
08/31/2026	213259	BADGER METER INC	ANTENNA	2,240.16
08/31/2026	213260	BARRETO, ARMELYS & CARLOS	UB refund for account: 44389	31.55
08/31/2026	213261	BLANCO, VICTOR	UB refund for account: 29063	57.30
08/31/2026	213262	BUKOBZA, INBAR & MAOR	UB refund for account: 54349	95.66
08/31/2026	213263	CALDER, WILLIAM & CRISTIN	UB refund for account: 09878	5.48
08/31/2026	213264	CAMPBELL, KENNETH & EVELYN	UB refund for account: 55761	90.86
08/31/2026	213265	CAMPOS, VICTOR	UB refund for account: 43164	142.59
08/31/2026	213266	CARDONA, GLORIA E	UB refund for account: 53414	40.07
08/31/2026	213267	CHARTER CONTACT & SUPPLY LLC	SQUARE D	4,748.37
08/31/2026	213268	CHUPRYNA, ILLYA & TETYANA	UB refund for account: 54348	90.23
08/31/2026	213269	COCONUT B & H LLC	UB refund for account: 54880	5.56
08/31/2026	213270	COOPER, ROBERT, ERIKA & MADISON	UB refund for account: 52317	125.78
08/31/2026	213271	DAVID OSBORN	ORIGINAL CDL	75.00
08/31/2026	213272	DAVIE, JACKIE M	UB refund for account: 23686	31.09
08/31/2026	213273	DIANE W. JONES	ANNUAL WATER QUALITY REPORT	3,700.00
08/31/2026	213274	DREESEN, TOM PIETER	UB refund for account: 52179	128.88
08/31/2026	213275	DUNCAN, CHRISTOPHER & MELISSA	UB refund for account: 51968	98.53
08/31/2026	213276	EDDIE C. BEECHER	PROFESSIONAL SERVICES -RISK MANAGEMENT C	562.50
08/31/2026	213277	FANA, JOSE	UB refund for account: 49155	12.60
08/31/2026	213278	FIREHOUSE PRESSURE CLEANING	UB refund for account: 45119	1,100.00
08/31/2026	213279	FLORIDA MUNICIPAL INSURANCE TRUST	STORAGE TANK LIABILITY - IRONTX31387402	2,427.00
08/31/2026	213280	FLORIDA POOL FILLS, INC.	POOL CHEMICALS FOR POOL AND TENNIS CENTE	954.80
08/31/2026	213281	FORTILINE, INC	REPLACE METER BOXES AND LIDS- STOCK	19,430.58
08/31/2026	213282	GOLD STAR GRAPHICS & MAR	YEARLY CCR BOOKS	2,155.00
08/31/2026	213283	GOLDEN ARROW IMPORT & EXPORT LLC	UB refund for account: 47573	89.70
08/31/2026	213284	GREEN DREAMS PARADISE CORP	LANDSCAPE BEAUTIFICATION	130,739.50
08/31/2026	213285	GREEN DREAMS PARADISE CORP	ROW TREE REPLACEMENT - LANDSCAPE BEAUTIF	14,300.00
08/31/2026	213286	GREEN, ELKAYUM & MERYL	UB refund for account: 53133	182.77
08/31/2026	213287	GREENFIELDS OUTDOOR FITNESS, INC	PLAYGROUND, WATER PLAY, AND AQUATIC EQUI	50,707.11
08/31/2026	213288	HARRIMAN, GREGORY	UB refund for account: 54625	69.55
08/31/2026	213289	HERNANDEZ VILLEGAS, ESTEFANIA A	UB refund for account: 52407	15.49

Check Date	Check	Vendor Name	Description	Amount
08/31/2026	213290	HIGH RENT INC	UB refund for account: 03071	64.25
08/31/2026	213291	HUMANA INSURANCE CO	DENTAL & VISION AUGUST 2026	10,258.88
08/31/2026	213292	IMPERIAL COMMERCIAL CLEANING INC	DETAILED CLEANING SERVICE AT PIONEER MID	10,800.00
08/31/2026	213293	JENNIFER MCMAHON	FLC ANNUAL CONFERENCE	59.10
08/31/2026	213294	JEREMY KATZMAN	FLC ANNUAL CONFERENCE IN HOLLYWOOD, FL	403.43
08/31/2026	213295	JOHNSON, ANSELMO, MURDOCH, BURKE, P	MICHAEL BAILEY AND JEAN BAILEY VS. COOPE	3,552.05
08/31/2026	213296	JOSHUA RHODES	FRPA ANNUAL CONFERENCE	418.00
08/31/2026	213297	JS SEVEN CORP	UB refund for account: 55655	90.30
08/31/2026	213298	KANTOR, NACHMAN & DALIA	UB refund for account: 55061	48.21
08/31/2026	213299	KWAN, BAN H & LAI H	UB refund for account: 27073	87.55
08/31/2026	213300	LIFE INSURANCE COMPANY OF NORTH AME	LIFE & DISABILITY AUGUST 2026	4,324.48
08/31/2026	213301	LISA MALLOZZI	FLC ANNUAL CONFERENCE	515.35
08/31/2026	213302	MARC FEDERICI	SECURITY DEPOSIT REFUND - MARC FEDERICI	250.00
08/31/2026	213303	MARTINEZ GARCIA, GABRIELA D	UB refund for account: 54370	73.23
08/31/2026	213304	MERKEL, CHRISTIAN MICHAEL BENJAMIN	UB refund for account: 53013	124.40
08/31/2026	213305	MIAMI TIRESOLES	WRANGLER WORKHORSE AND STATE TIRE FEE	292.00
08/31/2026	213306	MICHAEL FREEBERY	ORIGINAL CDL	75.00
08/31/2026	213307	MIDBARY, SHARET & SOPHIA	UB refund for account: 54293	107.13
08/31/2026	213308	MIGUEL MAESTRE	ORIGINAL CDL	75.00
08/31/2026	213309	OCCUPATIONAL HEALTH CTRS OF SW P.A.	RAPID E-CUP AND PRE-EMPLOYMENT SERVICE -	47.00
08/31/2026	213310	OFFICE DEPOT	BOX,STOR/FILE, LTR/LGL	52.72
08/31/2026	213311	ON THE SPOT SOLUTIONS LLC	ONCE A MONTH DEEP CLEANING OF POOL & TEN	250.00
08/31/2026	213312	PREFERRED IDENTITY PLAN, INC	ID WORKS AUGUST 2026	140.00
08/31/2026	213313	RAV-ON, OZ & ELLA	UB refund for account: 48023	99.52
08/31/2026	213314	REGENCY CENTERS LP	UB refund for account: 55607	415.31
08/31/2026	213315	REGENCY CENTERS LP	UB refund for account: 48089	92.77
08/31/2026	213316	RINGCENTRAL, INC.	SUBSCRIPTION - AUGUST 2026	2,848.13
08/31/2026	213317	RUDDY ALBERTO VARGAS	ORIGINAL CDL	75.00
08/31/2026	213318	SAMUEL GREG LOMBARDO	PARKING FEE AT WATER EXPO	20.00
08/31/2026	213319	SAWGRASS FORD	PUMP # 7433	116.15
08/31/2026	213320	SHLOMI IVGI	ACTIVITY CANCELLATION - SUMMER CAMP SESS	865.00
08/31/2026	213321	SLINKOSKY, ROBIN & JAMES	UB refund for account: 55370	45.16
08/31/2026	213322	SMILEN, RONIT	UB refund for account: 29977	47.58
08/31/2026	213323	STELMACK, PAUL	UB refund for account: 48509	94.25
08/31/2026	213324	SURIANO, FRANK & TRACY	UB refund for account: 25325	15.75
08/31/2026	213325	SYNERGY RECYCLING, LLC	USED OIL AND SERVICE FEE	796.00
08/31/2026	213326	TEXAS LIFE INSURANCE COMPANY	AUGUST 2026	681.01
08/31/2026	213327	THE LEGAL PLAN, INC	LEGAL AUGUST 2026	265.05
08/31/2026	213328	TOSHIBA FINANCIAL SERVICES	TOSHIBA COPIER COMMUNITY CENTER 08/10/20	881.85
08/31/2026	213329	TRANE U.S. INC	FILTERS AND BELT	634.96
08/31/2026	213330	UNITED HEALTHCARE	MED SUPP AUGUST 2026	2,124.10
08/31/2026	213331	USA RESIDENTIAL-COMMERCIAL, INC.	UB refund for account: 51510	7.73
08/31/2026	213332	VARKEY, YELDO	UB refund for account: 28554	184.05
08/31/2026	213333	VERIZON WIRELESS	DATA PLANS ON TABLETS & HOTSPOTS	3,479.87
08/31/2026	213334	VILLAMIZAR, KAREN	UB refund for account: 50495	90.86
08/31/2026	213335	VITAL HEALTH CARE INC	UB refund for account: 43286	98.60
08/31/2026	213336	WHEELABRATOR SOUTH BROWARD INC.	BULK	18,621.48
08/31/2026	213337	WITT O BRIENS LLC	ARPA | PROFESSIONAL SERVICES - FEDERAL A	10,068.85
08/31/2026	213338	WM RECYCLE AMERICA, LLC	NET BALANCE DUE FOR RECYCLING - JULY 202	18,012.61

00004 TOTALS:

Total of 248 Checks:	4,644,568.57
Less 1 Void Checks:	15,000.00
Total of 247 Disbursements:	4,629,568.57

Meeting Date: 10/27/2026 Item #5.

Check Date	Check	Vendor Name	Description	Amount

REPORT TOTALS:

Total of 258 Checks:	4,952,576.34
Less 1 Void Checks:	15,000.00
Total of 257 Disbursements:	4,937,576.34

Revenue Forecast Model

Revenue Source	FY 26 Budget	FY 26 Projection	Delta
General Funds			
Ad Valorem Taxes	$ 26,302,648	$ 26,551,719	$ 249,071
Fire Assessment Fee	$ 6,797,419	$ 6,758,150	$ (39,269)
Utility Tax	$ 3,095,420	$ 3,343,076	$ 247,656
Franchise Fee FPL	$ 2,016,231	$ 2,489,629	$ 473,398
Half Cent Sales Tax	$ 2,786,745	$ 2,532,640	$ (254,105)
Revenue Sharing	$ 1,665,981	$ 1,581,254	$ (84,727)
BSO EMS	$ 873,638	$ 798,815	$ (74,823)
Local Business Tax	$ 535,000	$ 522,067	$ (12,933)
Passport Application Fees	$ 200,000	$ 225,990	$ 25,990
Communication Service Tax	$ 813,924	$ 809,772	$ (4,152)
Solid Waste Franchise Fees	$ 656,000	$ 650,509	$ (5,491)
Total General Fund	$ 45,743,006	$ 46,263,620	$ 520,614
Special Revenue Funds			
New Local Option Fuel Tax	$ 239,390	$ 231,095	$ (8,295)
Local Option Fuel Tax	$ 341,454	$ 328,327	$ (13,127)
Utility Funds			
Stormwater	$ 709,283	$ 659,226	$ (50,057)
Water	$ 6,929,236	$ 7,502,089	$ 572,853
Wastewater	$ 8,198,324	$ 9,014,964	$ 816,640
All Funds			
Interest Income	$ 1,800,000	$ 2,207,680	$ 407,680
Total (All Funds)	**$ 63,960,693**	**$ 66,207,002**	**$ 2,246,309**

Ad Valorem Tax

	Actual	Actual	Budgeted		Average		25-26 Actual	Delta from Budget
	23-24	24-25	25-26 Budgeted		Average			
Oct	$0	$3,218	$1,777	$	1,609	0.0068%	$4,171	$2,394
Nov	$3,209,060	$8,331,664	$6,374,324	$	5,770,362	24.2345%	$9,466,647	$3,092,323
Dec	$17,469,704	$14,139,905	$17,459,033	$	15,804,804	66.3775%	$14,420,920	-$3,038,113
Jan	$752,835	$543,359	$715,930	$	648,097	2.7219%	$843,152	$127,221
Feb	$236,055	$406,857	$355,102	$	321,456	1.3501%	$403,235	$48,133
Mar	$623,022	$728,899	$746,711	$	675,960	2.8389%	$846,193	$99,482
Apr	$141,529	$144,947	$158,230	$	143,238	0.6016%	$178,251	$20,021
May	$97,558	$161,555	$143,117	$	129,557	0.5441%	$134,741	-$8,376
Jun	$270,290	$319,327	$325,665	$	294,808	1.2381%	$250,765	-$74,900
Jul	$26,060	$7,528	$18,552	$	16,794	0.0705%	-$562	-$19,114
Aug	-$320	$24	-$163	$	(148)	-0.0006%	-$163	$0
Sep	$6,303	$1,611	$4,371	$	3,957	0.0166%	$4,371	$0
	$22,832,095	$24,788,893	$26,302,648	$	23,810,494	100%	$26,551,719	$249,071

Actual results

Fire Assessment Fee

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$0	$356	$214	$178	0.0031%	$0	-$214
Nov	$661,059	$2,334,519	$1,798,243	$1,497,789	26.4548%	$2,567,645	$769,402
Dec	$3,958,197	$3,353,614	$4,389,273	$3,655,905	64.5726%	$3,688,357	-$700,916
Jan	$162,566	$126,025	$473,241	$144,296	2.5486%	$117,483	-$355,758
Feb	$51,970	$160,604	$127,608	$106,287	1.8773%	$83,282	-$44,325
Mar	$123,266	$157,078	$168,290	$140,172	2.4758%	$190,207	$21,916
Apr	$25,749	$30,428	$33,723	$28,089	0.4961%	$33,955	$232
May	$19,329	$47,511	$40,124	$33,420	0.5903%	$27,121	-$13,002
Jun	$41,501	$66,692	$64,948	$54,097	0.9555%	$49,465	-$15,484
Jul	$607	$1,259	$1,120	$933	0.0165%	$0	-$1,120
Aug	$0	$0	$0	$0	0.0000%	$0	$0
Sep	$452	$606	$635	$529	0.0093%	$635	$0
	$5,044,695	$6,278,692	$6,797,419	$5,661,694	100%	$6,758,150	-$39,269

Actual Results

Utility Fees-Electricity

	Actual 23-24	Actual 24-25	Budgeted 25-26	Average		25-26 Actual	Delta from Budget
Oct	$331,576	$283,682	$297,377	$307,629	9.61%	$314,073	$16,696
Nov	$285,157	$244,656	$256,078	$264,906	8.27%	$266,177	$10,098
Dec	$253,394	$249,604	$243,117	$251,499	7.85%	$316,915	$73,798
Jan	$243,204	$215,554	$221,735	$229,379	7.16%	$202,315	-$19,420
Feb	$210,715	$199,682	$198,360	$205,198	6.41%	$218,479	$20,119
Mar	$213,460	$266,833	$232,144	$240,147	7.50%	$285,228	$53,084
Apr	$238,862	$234,447	$228,768	$236,654	7.39%	$235,586	$6,818
May	$241,781	$260,889	$242,959	$251,335	7.85%	$244,545	$1,586
Jun	$255,964	$277,356	$257,773	$266,660	8.33%	$319,896	$62,123
Jul	$311,630	$347,845	$318,749	$329,738	10.30%	$300,227	-$18,522
Aug	$294,101	$303,836	$289,005	$298,968	9.34%	$309,643	$20,638
Sep	$285,132	$354,906	$309,355	$320,019	9.99%	$329,993	$20,638
	$3,164,975	$3,239,290	$3,095,420	$3,202,132	100%	$3,343,076	$247,656

Actual Results

Franchise Fees-Utilities

	Actual 23-24	Actual 24-25	Budgeted 25-26	Average		25-26 Actual	Delta from Budget
Oct	$258,979	$205,196	$196,480	$232,088	9.74%	$218,173	$21,693
Nov	$180,630	$175,986	$150,951	$178,308	7.49%	$173,244	$22,293
Dec	$129,490	$145,196	$116,271	$137,343	5.77%	$164,771	$48,500
Jan	$165,128	$158,962	$137,183	$162,045	6.80%	$175,516	$38,333
Feb	$155,400	$174,779	$139,761	$165,090	6.93%	$185,369	$45,608
Mar	$174,984	$159,646	$141,645	$167,315	7.03%	$171,187	$29,543
Apr	$174,984	$158,145	$141,010	$166,565	6.99%	$177,538	$36,528
May	$205,869	$176,385	$161,804	$191,127	8.03%	$226,552	$64,748
Jun	$228,323	$259,650	$206,553	$243,986	10.24%	$254,357	$47,804
Jul	$228,323	$240,883	$198,609	$234,603	9.85%	$238,059	$39,450
Aug	$226,470	$318,843	$230,825	$272,657	11.45%	$270,275	$39,450
Sep	$226,470	$234,537	$195,139	$230,503	9.68%	$234,589	$39,450
	$2,355,052	$2,408,207	$2,016,231	$2,381,630	100%	$2,489,629	$473,398

Actual Results

1/2 Cent Sales Tax

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$228,974	$211,128	$218,328	$211,128	7.83%	$201,641	-$16,688
Nov	$228,974	$226,984	$235,754	$227,979	8.46%	$202,589	-$33,165
Dec	$228,974	$249,395	$247,342	$239,185	8.88%	$241,580	-$5,762
Jan	$228,974	$213,470	$228,766	$221,222	8.21%	$213,176	-$15,591
Feb	$228,974	$233,930	$239,345	$231,452	8.59%	$206,382	-$32,963
Mar	$228,974	$229,169	$236,884	$229,072	8.50%	$237,928	$1,045
Apr	$228,974	$247,443	$246,332	$238,209	8.84%	$212,470	-$33,863
May	$228,974	$231,745	$238,216	$230,360	8.55%	$208,389	-$29,827
Jun	$228,974	$216,516	$230,341	$222,745	8.27%	$206,575	-$23,766
Jul	$228,974	$231,637	$238,159	$230,305	8.55%	$216,984	-$21,175
Aug	$228,974	$169,955	$206,267	$199,464	7.40%	$185,091	-$21,175
Sep	$228,974	$198,471	$221,011	$213,723	7.93%	$199,836	-$21,175
	$2,747,689	$2,659,843	$2,786,745	$2,694,843	100%	$2,532,640	-$254,105

Actual Results

Revenue Sharing

	Actual 23-24	Actual 24-25	Budgeted 25-26 Budgeted	Average Average		25-26 Actual	Delta from Budget
Oct	-$130,401	$129,049	$121,686	$129,049	7.30%	$130,889	$9,203
Nov	$130,403	$117,192	$116,734	$123,798	7.01%	$130,889	$14,155
Dec	$130,403	$117,192	$116,734	$123,798	7.01%	$122,440	$5,706
Jan	$130,403	$117,192	$116,734	$123,798	7.01%	$122,440	$5,706
Feb	$130,403	$117,192	$116,734	$123,798	7.01%	$122,440	$5,706
Mar	$130,403	$117,192	$116,734	$123,798	7.01%	$122,440	$5,706
Apr	$130,403	$117,192	$116,734	$123,798	7.01%	$122,440	$5,706
May	$130,403	$119,558	$117,849	$124,980	7.07%	$226,277	$108,428
Jun	$259,452	$126,464	$181,948	$192,958	10.92%	$120,250	-$61,698
Jul	$214,300	$299,656	$242,316	$256,978	14.54%	$120,250	-$122,066
Aug	$129,049	$126,464	$120,467	$127,756	7.23%	$120,250	-$217
Sep	$258,098	$126,464	$181,310	$192,281	10.88%	$120,250	-$61,060
	$1,643,319	$1,630,807	$1,665,981	$1,766,788	100%	$1,581,254	-$84,727

Actual Results

BSO-EMS

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$58,783	$73,786	$69,411	$66,285	7.95%	$72,460	$3,049
Nov	$84,330	$64,954	$78,163	$74,642	8.95%	$52,842	-$25,321
Dec	$136,439	$66,725	$106,373	$101,582	12.18%	$75,385	-$30,988
Jan	$62,320	$65,518	$66,933	$63,919	7.66%	$61,576	-$5,357
Feb	$68,298	$66,791	$70,730	$67,544	8.10%	$61,068	-$9,662
Mar	$955	$68,499	$36,365	$34,727	4.16%	$73,125	$36,760
Apr	$123,519	$73,767	$103,296	$98,643	11.82%	$67,776	-$35,520
May	$68,506	$67,411	$71,164	$67,958	8.15%	$79,362	$8,199
Jun	$1,964	$66,332	$35,759	$34,148	4.09%	$60,443	$24,684
Jul	$133,067	$72,518	$107,641	$102,792	12.32%	$66,974	-$40,667
Aug	$70,788	$56,797	$66,802	$63,793	7.65%	$66,802	$0
Sep	$58,688	$57,822	$61,003	$58,255	6.98%	$61,003	$0
	$867,658	$800,922	$873,638	$834,290	100%	$798,815	-$74,823

Actual Results

Local Business Tax

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$422,328	$3,622	$52,522	$212,975	$0	$52,612	$90
Nov	$47	$5,413	$37,401	$2,730	$0	$45,263	$7,863
Dec	-$712	$115	$36,114	-$299	$0	$40,696	$4,582
Jan	-$6,581	$161	$37,655	-$3,210	$0	$38,550	$895
Feb	$133,843	$535,141	$38,956	$334,492	$0	$38,235	-$721
Mar	-$1,522	-$12	$36,362	-$767	$0	$38,626	$2,265
Apr	-$217	$4,264	$37,027	$2,024	$0	$31,198	-$5,829
May	$583	$347	$36,202	$465	$0	$36,053	-$149
Jun	$381	$588	$36,212	$484	$0	$41,472	$5,260
Jul	$421,021	$422,572	$35,956	$0	$0	$36,820	$864
Aug	$2,067	-$72	$65,956	$997	$0	$37,901	-$28,055
Sep	-$551,938	-$369,967	$84,639	$460,953	$0	$84,639	$0
	$419,299	$602,170	$535,000	$1,010,844	$1	$522,067	-$12,933

Actual Results

Passport Application Fees

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$17,290	$11,520	$13,466	$14,405	6.7330%	$15,395	$1,929
Nov	$14,980	$11,325	$12,295	$13,153	6.1476%	$14,055	$1,760
Dec	$12,205	$12,985	$11,774	$12,595	5.8870%	$15,990	$4,216
Jan	$16,380	$21,740	$17,817	$19,060	8.9087%	$21,360	$3,543
Feb	$17,190	$22,620	$18,607	$19,905	9.3037%	$22,205	$3,598
Mar	$17,365	$28,060	$21,232	$22,713	10.6160%	$28,440	$7,208
Apr	$17,710	$27,231	$21,006	$22,471	10.5028%	$26,930	$5,924
May	$16,065	$23,290	$18,395	$19,678	9.1973%	$20,015	$1,620
Jun	$15,050	$26,000	$19,187	$20,525	9.5935%	$20,151	$964
Jul	$18,970	$22,618	$19,439	$20,794	9.7193%	$13,045	-$6,394
Aug	$14,280	$16,695	$14,478	$15,488	7.2389%	$16,100	$1,622
Sep	$10,605	$15,720	$12,304	$13,163	6.1522%	$12,304	$0
	$188,091	$239,804	$200,000	$213,948	100%	$225,990	$25,990

Actual Results

Communication Service Tax

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$65,333	$72,578	$71,222	$72,578	8.75%	$68,471	-$2,751
Nov	$65,333	$65,486	$64,187	$65,409	7.89%	$73,395	$9,208
Dec	$65,333	$66,404	$64,638	$65,869	7.94%	$72,473	$7,835
Jan	$65,333	$72,247	$67,505	$68,790	8.29%	$69,247	$1,742
Feb	$65,333	$77,077	$69,875	$71,205	8.58%	$67,384	-$2,491
Mar	$65,333	$68,156	$65,497	$66,744	8.05%	$67,636	$2,138
Apr	$65,333	$73,675	$68,205	$69,504	8.38%	$56,800	-$11,405
May	$65,333	$79,807	$71,214	$72,570	8.75%	$58,532	-$12,681
Jun	$65,333	$76,755	$69,716	$71,044	8.57%	$73,969	$4,252
Jul	$65,333	$76,853	$69,765	$71,093	8.57%	$69,765	$0
Aug	$65,333	$66,950	$64,906	$66,142	7.97%	$64,906	$0
Sep	$65,333	$71,615	$67,195	$68,474	8.26%	$67,195	$0
	$783,995	$867,602	$813,924	$829,421	100%	$809,772	-$4,152

Actual Results

Solid Waste Franchise Fee

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$63,907	$4,810	$35,819	$34,358	5.4602%	$54,602	$18,783
Nov	$64,614	$4,665	$36,112	$34,639	5.5049%	$53,971	$17,859
Dec	$62,989	$64,250	$66,325	$63,620	10.1105%	$53,417	-$12,908
Jan	$62,793	$31,510	$49,157	$47,152	7.4934%	$53,599	$4,443
Feb	$60,877	$110,969	$89,577	$85,923	13.6550%	$53,466	-$36,111
Mar	$10,821	$30,868	$21,731	$20,844	3.3126%	$53,976	$32,245
Apr	$59,665	$69,008	$67,072	$64,337	10.2244%	$55,066	-$12,006
May	$54,249	$34,554	$46,290	$44,402	7.0564%	$55,489	$9,199
Jun	$52,997	$53,975	$55,760	$53,486	8.5001%	$50,263	-$5,498
Jul	$43,999	$55,023	$51,617	$49,511	7.8684%	$59,040	$7,423
Aug	$100,139	$55,080	$80,909	$77,609	12.3337%	$53,811	-$27,098
Sep	$4,810	$101,917	$55,632	$53,363	8.4805%	$53,811	-$1,821
	$641,862	$616,629	$656,000	$629,245	100%	$650,509	-$5,491

Actual Results

New Local Option Fuel Tax

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$19,736	$20,564	$20,751	$20,564	8.67%	$18,567	-$2,183
Nov	$19,736	$20,072	$20,084	$19,904	8.39%	$18,659	-$1,425
Dec	$19,736	$20,364	$20,232	$20,050	8.45%	$19,413	-$819
Jan	$19,736	$18,358	$19,220	$19,047	8.03%	$18,649	-$571
Feb	$19,736	$18,436	$19,259	$19,086	8.05%	$18,137	-$1,122
Mar	$19,736	$20,334	$20,216	$20,035	8.44%	$19,737	-$479
Apr	$19,736	$21,052	$20,579	$20,394	8.60%	$19,451	-$1,128
May	$19,736	$20,852	$20,478	$20,294	8.55%	$20,688	$210
Jun	$19,736	$19,409	$19,750	$19,573	8.25%	$18,972	-$778
Jul	$19,736	$20,120	$20,109	$19,928	8.40%	$20,109	$0
Aug	$19,736	$18,718	$19,401	$19,227	8.10%	$19,401	$0
Sep	$19,736	$18,541	$19,312	$19,138	8.07%	$19,312	$0
	$236,833	$236,821	$239,390	$237,241	100%	$231,095	-$8,295

Actual Results

Local Option Fuel Tax

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$28,175	$29,713	$29,968	$29,713	8.78%	$27,536	-$2,432
Nov	$28,175	$29,340	$29,004	$28,758	8.49%	$27,128	-$1,876
Dec	$28,175	$29,020	$28,843	$28,598	8.45%	$27,170	-$1,673
Jan	$28,175	$24,817	$26,723	$26,496	7.83%	$24,950	-$1,774
Feb	$28,175	$25,983	$27,312	$27,079	8.00%	$25,602	-$1,710
Mar	$28,175	$29,358	$29,013	$28,767	8.50%	$28,606	-$407
Apr	$28,175	$29,710	$29,191	$28,943	8.55%	$27,026	-$2,164
May	$28,175	$28,641	$28,652	$28,408	8.39%	$28,301	-$351
Jun	$28,175	$28,432	$28,546	$28,304	8.36%	$27,806	-$740
Jul	$28,175	$26,977	$27,813	$27,576	8.15%	$27,813	$0
Aug	$28,175	$27,805	$28,230	$27,990	8.27%	$28,230	$0
Sep	$28,175	$27,663	$28,159	$27,919	8.25%	$28,159	$0
	$338,105	$337,460	$341,454	$338,552	100%	$328,327	-$13,127

Actual Results

Stormwater

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$25,408	$23,199	$28,056	$24,303	3.9556%	$28,068	$11
Nov	$47,524	$54,817	$59,072	$51,171	8.3285%	$54,878	-$4,194
Dec	$47,468	$54,843	$59,055	$51,155	8.3260%	$54,895	-$4,160
Jan	$47,511	$54,875	$59,098	$51,193	8.3320%	$54,882	-$4,216
Feb	$47,550	$54,879	$59,123	$51,214	8.3356%	$54,915	-$4,208
Mar	$47,494	$54,829	$59,062	$51,162	8.3270%	$54,875	-$4,187
Apr	$47,516	$54,863	$59,094	$51,190	8.3316%	$54,906	-$4,188
May	$47,555	$54,860	$59,115	$51,207	8.3344%	$54,884	-$4,231
Jun	$47,524	$54,904	$59,122	$51,214	8.3355%	$54,853	-$4,270
Jul	$47,508	$54,885	$59,103	$51,197	8.3327%	$54,899	-$4,203
Aug	$47,322	$54,867	$58,984	$51,094	8.3161%	$54,861	-$4,124
Sep	$74,924	$81,690	$90,399	$78,307	12.7451%	$82,311	-$8,088
	$575,303	$653,509	$709,283	$614,406	100%	$659,226	-$50,057

Actual Results

Water

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$244,831	$219,327	$247,077	$232,079	3.5657%	$324,775	$77,698
Nov	$499,487	$506,374	$535,431	$502,930	7.7271%	$603,324	$67,893
Dec	$538,048	$546,879	$577,519	$542,464	8.3345%	$621,925	$44,405
Jan	$505,028	$559,429	$566,623	$532,229	8.1773%	$655,115	$88,492
Feb	$509,586	$523,421	$549,882	$516,504	7.9357%	$600,773	$50,891
Mar	$530,729	$523,958	$561,422	$527,344	8.1022%	$641,620	$80,198
Apr	$515,311	$561,493	$573,195	$538,402	8.2721%	$587,334	$14,138
May	$530,742	$621,842	$613,534	$576,292	8.8543%	$625,731	$12,197
Jun	$546,386	$574,975	$596,913	$560,680	8.6144%	$644,223	$47,310
Jul	$525,993	$628,516	$614,559	$577,255	8.8691%	$614,622	$63
Aug	$497,549	$622,262	$596,088	$559,906	8.6025%	$637,917	$41,828
Sep	$771,855	$913,237	$896,994	$842,546	12.9451%	$944,731	$47,738
	$6,215,546	$6,801,713	$6,929,236	$6,508,630	100%	$7,502,089	$572,853

Actual Results

Wastewater

	23-24	24-25	25-26 Budgeted	Average		25-26 Actual	Delta from Budget
Oct	$319,843	$289,443	$306,818	$304,643	3.7424%	$380,087	$73,269
Nov	$638,703	$675,524	$661,805	$657,114	8.0724%	$741,564	$79,758
Dec	$670,011	$693,375	$686,560	$681,693	8.3744%	$748,887	$62,327
Jan	$651,948	$699,708	$680,653	$675,828	8.3023%	$766,031	$85,378
Feb	$650,365	$681,378	$670,626	$665,871	8.1800%	$742,705	$72,079
Mar	$661,841	$679,809	$675,615	$670,825	8.2409%	$757,174	$81,559
Apr	$655,745	$697,407	$681,407	$676,576	8.3115%	$734,690	$53,283
May	$657,818	$726,646	$697,175	$692,232	8.5039%	$751,521	$54,346
Jun	$664,906	$699,474	$687,061	$682,190	8.3805%	$763,051	$75,990
Jul	$657,896	$724,376	$696,071	$691,136	8.4904%	$742,970	$46,900
Aug	$642,811	$726,426	$689,506	$684,618	8.4103%	$753,203	$63,697
Sep	$1,015,268	$1,099,687	$1,065,028	$1,057,478	12.9908%	$1,133,081	$68,053
	$7,887,155	$8,393,253	$8,198,324	$8,140,204	100%	$9,014,964	$816,640

Actual Results

Interest Income

	Rate	Principal	25-26 Budget	25-26 Actual	Delta from Budget
Oct	3.02%	$ 6,346,795	$ 150,000	$67,957	-$82,043
Nov	3.02%	$ 6,346,795	$ 150,000	$116,652	-$33,348
Dec	3.02%	$ 6,346,795	$ 150,000	$150,647	$647
Jan	3.02%	$ 6,346,795	$ 150,000	$177,774	$27,774
Feb	3.02%	$ 6,346,795	$ 150,000	$171,251	$21,251
Mar	3.02%	$ 6,346,795	$ 150,000	$174,494	$24,494
Apr	3.02%	$ 6,346,795	$ 150,000	$298,769	$148,769
May	3.02%	$ 6,346,795	$ 150,000	$396,780	$246,780
Jun	3.02%	$ 6,346,795	$ 150,000	$191,187	$41,187
Jul	3.02%	$ 6,346,795	$ 150,000	$129,284	-$20,716
Aug	3.02%	$ 6,346,795	$ 150,000	$182,886	$32,886
Sep	3.02%	$ 6,346,795	$ 150,000	$150,000	$0
	36.26%	$ 76,161,535.13	$ 1,800,000.00	$ 2,207,680.27	$407,680

Actual Results

Consolidated Budget Forecast as of August 31, 2026

GL Object	Fund	Category	FY2024 Actual	FY2025 Actual	FY2026 Actual (YTD)	FY2026 Amended Budget	FY2026 Projected	Proj. vs Budget [Under/(Over)]	FY2027 Requested Budget	FY27 Requested Budget vs FY26 Budget	
512100	001	Salaries-Regular	$4,016,630	$4,710,732	$4,664,035	$5,394,630	$5,091,426	$303,204	$5,884,200	9.1%	
512200	001	Salaries-Other	$678,175	$791,786	$811,015	$1,015,712	$898,046	$117,666	$1,266,576	24.7%	Includes 6 camp counselors
514000	001	Salaries-Overtime	$52,026	$62,663	$69,771	$61,800	$77,815	($16,015)	$71,800	16.2%	
531100	001	Professional Services	$220,268	$321,780	$189,613	$267,179	$306,445	($39,266)	$182,400	(31.7%)	
531140	001	City Attorney	$304,247	$322,340	$284,557	$400,000	$317,890	$82,110	$380,000	(5.0%)	
531159	001	Other Legal	$153,711	$253,001	$170,546	$125,000	$191,609	($66,609)	$195,000	56.0%	
531170	001	Audit	$55,058	$47,500	$50,500	$47,500	$50,500	($3,000)	$52,000	9.5%	
531190	001	Professional Services-Misc	$302,347	$166,950	$155,979	$292,735	$198,707	$94,028	$382,300	30.6%	Swim Team Coaches $35K, GIS Services $80K
531210	001	Casual Contract Labor	$287,349	$423,335	$390,077	$536,500	$430,619	$105,881	$415,000	(22.6%)	
531220	001	Tree Trimming	-	$200,000	$343,490	$600,000	$393,490	$206,510	$300,000	(50.0%)	
531225	001	Mowing	$308,747	$307,931	$195,381	$354,016	$237,969	$116,047	$354,016	-	
531290	001	Contractual Services	$18,000	$31,715	$19,845	$27,790	$26,626	$1,164	$29,000	4.4%	
532482	001	Special Events	$215,223	$207,867	$225,364	$253,850	$252,047	$1,803	$306,750	20.8%	Material increases include: Light Up Cooper City (227% from $45k to $95k); Menorah Lighting (213% from $1.6k to $5k); Fathers Day Fishing Derby (140% from $2.5k to $6k); Founders Day (40% from $68k to $95k). Other increases were offset by decreases in other events.
532510	001	Insurance	$264,100	$301,172	$271,573	$274,190	$294,422	($20,232)	$282,588	3.1%	
533431	001	Utilities-Electricity	$286,832	$320,603	$315,473	$446,134	$378,438	$67,696	$384,000	(13.9%)	
534410	001	Maintenance-Contracts	$255,259	$393,514	$373,750	$598,666	$564,275	$34,391	$721,678	20.5%	
534720	001	Repairs-Sidewalk Bikeway	-	$568	-	-	-	-	-		
535310	001	Chemicals	$41,430	$72,302	$78,176	$130,000	$112,526	$17,474	$150,000	15.4%	
		Fund 001 subtotal	**$7,459,401**	**$8,935,758**	**$8,609,144**	**$10,825,702**	**$9,822,849**	**$1,002,853**	**$11,357,308**	**4.9%**	
512100	102	Salaries-Regular	$607,272	$672,003	$442,948	$587,633	$481,507	$106,126	$620,650	5.6%	
512200	102	Salaries-Other	$234,797	$248,743	$232,662	$414,396	$251,672	$162,724	$329,345	(20.5%)	
514000	102	Salaries-Overtime	$2,647	$1,061	$1,240	$5,000	$1,425	$3,575	$5,000	-	
531190	102	Professional Services-Misc	$22,200	$48,850	$36,974	$48,000	$40,974	$7,026	$76,000	58.3%	Accela Support $40,000
534410	102	Maintenance-Contracts	$26,622	$27,383	$28,717	$28,754	$35,239	($6,485)	$31,114	8.2%	
		Fund 102 subtotal	**$893,538**	**$998,039**	**$742,540**	**$1,083,783**	**$810,816**	**$272,967**	**$1,062,109**	**(2.0%)**	
512100	103	Salaries-Regular	$388	$379,356	$394,385	$497,687	$427,346	$70,341	$496,251	(0.3%)	
514000	103	Salaries-Overtime	-	$5,091	$5,635	$2,338	$5,646	($3,308)	$7,000	199.4%	Due to budget miscalculated prior year
531130	103	Engineering	-	-	$16,823	$35,000	$19,740	$15,260	$15,000	(57.1%)	
531210	103	Casual Contract Labor	$13,421	$36,536	$22,819	$63,000	$28,069	$34,931	$103,600	64.4%	ROW bridge and culvert repair ($43,600); City-wide pressure cleaning ($60,000)
531220	103	Tree Trimming	-	-	$2,250	$50,000	$6,417	$43,583	-	(100.0%)	
531225	103	Mowing	$390,403	$362,457	$320,386	$393,400	$352,015	$41,385	$393,400	-	
531290	103	Contractual Services	-	$49,010	$19,500	-	$19,500	($19,500)	-		
533431	103	Utilities-Electricity	$469,467	$471,514	$436,327	$497,838	$491,750	$6,088	$520,241	4.5%	
534710	103	Repairs-Road Drainage	$39,360	$151,221	$40,944	$40,000	$44,278	($4,278)	$80,000	100.0%	Repairs Road & Drainage, root intrusion $80k
534720	103	Repairs-Sidewalk Bikeway	$111,627	$530,555	$258,538	$300,000	$283,538	$16,462	$200,000	(33.3%)	Due to budget miscalculated prior year
535310	103	Chemicals	-	-	$572	$15,000	$1,822	$13,178	$15,500	3.3%	
		Fund 103 subtotal	**$1,024,666**	**$1,985,739**	**$1,518,178**	**$1,894,263**	**$1,680,119**	**$214,144**	**$1,830,992**	**(3.3%)**	
531100	108	Professional Services	-	$19,400	-	-	-	-	-		
531220	108	Tree Trimming	-	$223,935	-	-	-	-	-		
532482	108	Special Events	$325	$1,945	-	$7,500	$7,500	-	-	(100.0%)	
		Fund 108 subtotal	**$325**	**$245,280**	**-**	**$7,500**	**$7,500**	**-**	**-**	**(100.0%)**	
531100	110	Professional Services	$228,543	$113,875	$35,469	$156,000	$49,290	$106,710	$75,000	(51.9%)	
		Fund 110 subtotal	**$228,543**	**$113,875**	**$35,469**	**$156,000**	**$49,290**	**$106,710**	**$75,000**	**(51.9%)**	

Consolidated Budget Forecast as of August 31, 2026

GL Object	Fund	Category	FY2024 Actual	FY2025 Actual	FY2026 Actual (YTD)	FY2026 Amended Budget	FY2026 Projected	Proj. vs Budget [Under/(Over)]	FY2027 Requested Budget	FY27 Requested Budget vs FY26 Budget	
512100	400	Salaries-Regular	$14,506	$14,134	$12,749	$17,409	$13,765	$3,644	-	(100.0%)	
512200	400	Salaries-Other	$2,686	$2,613	$2,379	-	$2,739	($2,739)	-		
531225	400	Mowing	$17,385	$17,602	$12,098	$18,000	$14,355	$3,645	$18,000	-	
533431	400	Utilities-Electricity	$2,892	$2,684	$2,820	$3,238	$3,200	$38	$3,000	(7.4%)	
534410	400	Maintenance-Contracts	$11,100	$2,020	-	$12,000	$1,000	$11,000	-	(100.0%)	
		Fund 400 subtotal	**$48,570**	**$39,054**	**$30,046**	**$50,647**	**$35,060**	**$15,587**	**$21,000**	**(58.5%)**	
512100	440	Salaries-Regular	$88,172	$95,607	$87,904	$93,637	$95,336	($1,699)	$99,231	6.0%	
514000	440	Salaries-Overtime	$62	$115	$35	-	$52	($52)	-		
531190	440	Professional Services-Misc	-	$29,975	$33,501	$360,000	$33,501	$326,499	$360,000	-	
531290	440	Contractual Services	$63,833	$66,810	$90,477	$147,000	$110,800	$36,200	$177,000	20.4%	Stormwater repairs ($50k); street sweeping ($30k); retention pond maintenance ($7k); storm drain cleaning ($90k)
534710	440	Repairs-Road Drainage	$8,041	$13,643	$13,122	$15,000	$14,372	$629	$20,000	33.3%	Concrete Paving & restoration
		Fund 440 subtotal	**$160,108**	**$206,150**	**$225,039**	**$615,637**	**$254,061**	**$361,576**	**$656,231**	**6.6%**	
512100	450	Salaries-Regular	$2,924,673	$3,656,791	$3,224,496	$3,662,055	$3,466,630	$195,425	$3,799,248	3.7%	
512200	450	Salaries-Other	$52,634	$39,493	$34,494	$38,284	$37,497	$787	$40,180	5.0%	
514000	450	Salaries-Overtime	$72,629	$35,375	$23,997	$193,000	$25,809	$167,191	$158,000	(18.1%)	
531100	450	Professional Services	$63,302	$76,687	$45,063	$206,800	$136,893	$69,907	$500,000	141.8%	Broward County hazardous waste agreement
531130	450	Engineering	$48,134	$227,945	$35,090	$100,000	$43,423	$56,577	$119,000	19.0%	
531170	450	Audit	$10,230	-	-	-	-	-	-		
531190	450	Professional Services-Misc	$4,539	$10,288	$75,649	$232,814	$91,415	$141,399	$50,700	(78.2%)	
531210	450	Casual Contract Labor	$28,948	-	-	-	-	-	-		
531240	450	Sludge Removal	$218,460	$249,372	$221,632	$340,000	$267,362	$72,638	$375,000	10.3%	
531290	450	Contractual Services	$300,296	$342,579	$507,240	$1,266,000	$1,177,175	$88,825	$626,500	(50.5%)	
532510	450	Insurance	$937,783	$1,004,616	$983,413	$968,752	$1,064,142	($95,390)	$992,286	2.4%	
533431	450	Utilities-Electricity	$838,469	$830,298	$775,967	$856,000	$863,863	($7,863)	$929,670	8.6%	
534410	450	Maintenance-Contracts	$30,944	$31,813	$20,912	$64,363	$45,512	$18,851	$77,693	20.7%	Replace Switch Gears $20k, Vertex One Customer Portal $28,080
534443	450	Maintenance-Lift Stations	$263,043	$226,561	$129,216	$225,000	$163,999	$61,001	$285,000	26.7%	Per Budget Request 6.15.2026, price doubled. Budgeted $800k.
534710	450	Repairs-Road Drainage	$121,101	$84,851	$99,402	$100,000	$119,302	($19,302)	$150,000	50.0%	Repairs Street & Sidewalk after Pipe Repairs $150,000
535310	450	Chemicals	$934,552	$906,289	$721,409	$1,226,900	$864,549	$362,351	$1,219,900	(0.6%)	
		Fund 450 subtotal	**$6,849,734**	**$7,722,959**	**$6,897,981**	**$9,479,968**	**$8,367,573**	**$1,112,395**	**$9,323,177**	**(1.7%)**	
531315	460	Collections Bulk	$227,383	$525,302	$422,502	$493,456	$465,799	$27,657	$515,000	4.4%	
534309	460	SW Disposal	-	$794,597	$800,297	$876,000	$873,297	$2,703	$1,115,292	27.3%	
534310	460	SW Collections	-	$1,270,825	$1,110,074	$1,303,567	$1,224,320	$79,247	$1,303,567	-	
534312	460	Recycling	-	$750,790	$659,478	$774,488	$727,342	$47,146	$825,000	6.5%	
		Fund 460 subtotal	**$227,383**	**$3,341,515**	**$2,992,351**	**$3,447,511**	**$3,290,758**	**$156,753**	**$3,758,859**	**9.0%**	
		GRAND TOTAL — All Funds	**$16,892,268**	**$23,588,369**	**$21,050,748**	**$27,561,011**	**$24,318,028**	**$3,242,983**	**$28,084,676**	**1.9%**	

CITY OF COOPER CITY
CITY COMMISSION MEETING

Tuesday, October 13, 2026 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE

Mayor James Curran opened the meeting, thanked those in attendance, and announced that overflow seating with a webcast of the meeting was available at the Community Center. The Mayor led the Pledge of Allegiance.

ROLL CALL

City Clerk Tedra Allen conducted the roll call. Present: Mayor James Curran and Commissioners Jason Smith, Lisa Mallozzi, Jeremy Katzman, and Ryan Shrouder.

CHANGES TO AGENDA/EMERGENCY MATTERS

The City Manager reported no changes to the agenda or emergency items. After the presentations, Mayor Curran moved Item 11, concerning the Cooper City Optimist Club, to the front of the agenda. Before opening public input, the Mayor asked the City Manager to provide an overview to address public questions.

PROCLAMATIONS/PRESENTATIONS

1. Day of Remembrance Proclamation - **Commissioner Katzman**

Commissioner Katzman invited Scott Rothenberg of the Jewish Federation and Rabbi Shmuley Hurwitz to join the presentation. On behalf of Mayor Curran and the City Commission, he read a proclamation recognizing October 7, 2026, as a Day of Remembrance in Cooper City. The proclamation remembered the victims of the October 7, 2023 attack in Israel, recognized its impact on Jewish communities, and affirmed the City's commitment to rejecting antisemitism, hatred, and violence.

2. Pet Adoption - **Commissioner Mallozzi**

Commissioner Mallozzi featured Oreo, a one-and-a-half-year-old, 60-pound American bulldog mix available for adoption through the Humane Society of Broward County. She described his personality and suitability for older children and other dogs, subject to a recommended meet-and-greet. She referred interested persons to the Humane Society's website and announced a Humane Society event scheduled for October 16 from 4:30 to 7:00 p.m.

Item 11 Optimist Club Discussion Taken Out of Order

City Manager Rey recognized the Optimist Club's nearly five decades of service and the contributions of volunteers, coaches, and families. He stated that the City remained committed to youth sports and had invested millions of dollars in athletic facilities, including upgrades to the Bill Lips and Suellen sports complexes. He distinguished volunteers' work from the leadership's responsibilities for managing the Club's finances.

Mr. Rey stated that the City was not seeking to eliminate youth sports, develop the athletic fields, profit from the programs, or negotiate with private operators to replace the Club. He added that registration fee increases were not part of the discussion and that existing programs could continue through the end of their seasons unless the Club's leadership decided otherwise.

Mr. Rey reported that the Club generated more than $2 million in annual revenue and required professional financial management and adequate internal controls. He said the City had worked with the Club for more than two years and that a forensic audit completed in May 2026 identified 52 findings, including 29 classified as high risk. He explained that 21 recommendations had been prioritized for initial correction.

He summarized concerns about reconciling bank and financial records, payroll support, payment approvals, reimbursement documentation, the concentration of banking duties, fundraising and sponsorship controls, tax reporting, and large purchases. He also raised concerns about uniforms purchased from a person serving on the Club's board. He emphasized that

adopting written policies did not ensure consistent compliance. He said the City had offered to assist with a financial review and had believed an approach was being developed, but the Club subsequently rejected that proposal.

PUBLIC SPEAKING

Public input focused primarily on the Optimist Club matter. Speakers expressed support for the programs, concerns about financial accountability, requests for more time to implement corrective measures, and differing views about City oversight.

Juan Carlos Sanchez asked the City to preserve the Optimist agreement and recognize its new leadership and processes. He requested consideration of the economic effect of changing the arrangement. He also asked for more information on special election costs and opposed replacing a special election with appointing a commissioner for up to two years, saying the value of residents' votes outweighed the cost.

Fernando Nunez announced an upcoming fundraising activity associated with Special Olympics and encouraged support.

Former Mayor Debbie Eisinger described her family's longstanding participation in Optimist sports and her experience as a volunteer coach. She supported the Commission's insistence on transparency, accountability, and ethical practices while rejecting the suggestion that the Commission intended to eliminate youth sports. She encouraged residents to volunteer, help address legitimate management concerns, and work together to strengthen the Club.

Randy Gross described more than 13 years of involvement, including his children's participation and his participation in adult sand volleyball. He supported compliance and proper financial controls but asked the City to recognize active corrective efforts. He recommended clear milestones, deadlines, responsible persons, and regular progress reports that would allow meaningful assessment without disrupting programs.

Vincent LaPietra identified himself as a resident, volunteer coach, and the Club's recently appointed treasurer. He said he and a new bookkeeper were working to improve QuickBooks procedures and approvals. He reported opening BrightStar accounts for payments and general expenses, with Positive Pay controls, and said he located supporting receipts for virtually all transactions he reviewed from the prior year. He described a detailed September financial package and requested time for the new systems to show results.

Robert "Chico" Moss identified himself as a lifetime Optimist member, a board member, and the travel soccer director of coaches. He described the Club's historically decentralized operating model and the difficulty of standardizing controls across sports with volunteer administrators. He cited changes to registration, background screening, bylaws, and financial systems, as well as the addition of professional support. He requested an additional grace period to complete implementation.

Scott Reid addressed the Commission on the Cooper City Optimist Club, financial oversight, and the proposed Charter amendment concerning Commission vacancies. He began by stating, "Folks, politicians are professional liars. Right? They have to be. That's what they do, okay?" He continued, "How can you tell if a politician's lying to you? It's actually easy. They move their lips." He further stated, "A good politician is somebody who can convince the people they're screwing over that they're not screwing them over, that they're doing them a favor." He also asked whether private organizations that might replace the Optimist Club would be subject to comparable financial scrutiny, including review of uniform costs, competitive bids, compensation, and financial records.

Mr. Reid stated that he had lost trust in the Commission, criticized its communications and the justifications for its decisions, and urged residents to hold City officials accountable. He also opposed the proposed Charter amendment to fill Commission vacancies, expressing concern that appointments would remove voters from the selection process. He cited the Commission's unanimous vote to place the proposal on the ballot and said he would support paying the costs associated with elections to preserve voter participation and accountability.

Curtis Nightingale spoke on behalf of softball and acknowledged the breach of trust following the former Club president's arrest. He outlined the Facility Use Agreement's requirements, the audit recommendations, and the demands placed on volunteers. He requested additional time and questioned how recreational softball would continue if the agreement ended, noting that travel organizations were not an equivalent substitute for a local recreational program.

Marcos Espinal discussed the importance of youth and adult sports for family relationships, community connection, physical activity, and reducing time spent on electronic devices. He asked the Commission to consider the impact on families before changing the program arrangement.

Avery Beteta, a young participant, described playing multiple Optimist sports, the friendships formed through the programs, the programs' convenience and affordability for her family, and her parents' volunteer coaching. She asked that the programs remain available. Her surname was unclear in the transcript.

Pete Schlang described 32 years of service and his return to leadership following the former president's arrest. He outlined revised bylaws, an organizational chart, background screening, changes to the registration system, and the hiring of financial and administrative staff. He stated that the Club believed it had addressed the priority items but acknowledged that further refinement was needed. He disputed staff's assessment of outstanding items and asked the City to recognize the work completed and allow additional time.

Sheila Bravo discussed the adult volleyball league and her family's participation in youth sports. She recognized the need for accountability and asked that the agreement be retained with a clear written plan and firm deadline for remaining improvements.

Peter Hahn described his family's longstanding involvement with the Club and supported oversight. He asked the City to provide a transparent transition plan addressing programs not currently in season, the adult league, staffing, funding, and responsibility for future operations should the Club agreement end.

Linda Weisberg requested public documentation of the City's requirements, the Club's responses, and unresolved items. She asked whether the Commission would retain the agreement if the requirements were met and suggested joint approval of larger purchases while allowing the Club to handle routine expenses. She raised concerns about the treatment of volunteers, public statements, program priorities, fees, and the use of sports revenue. She offered to assist in finding a cooperative solution.

Anile Diaz asked the City to preserve the Club's community role, allow time to resolve outstanding issues, and maintain financial accountability. She emphasized that children should not bear the consequences of an administrative dispute.

Victor Holder identified himself as a parent, coach, and Club board member. He reported that the Club believed 20 of the 21 priority items were complete and that the remaining item was underway. He described revised bylaws, expenditure approvals, independent bookkeeping, board review of budgets, cashless concessions, W-9 collection, City access to QuickBooks, banking protections, and administrative support. He acknowledged that further improvements were needed and asked the City to recognize substantial progress and allow the Club to continue operating independently with transparency.

Eric Jimenez described his background in Cooper City and his military service. He raised concerns about his daughter's enrollment in a program and questioned the adequacy of volunteer administration. He suggested considering professional sports operators and public involvement in any search for alternatives.

Sasha Milan spoke as a coach, parent, volunteer, and participant. She supported the City's call for improvements but requested additional time, citing volunteer responsibilities and ongoing work. She expressed concern that an outside operator would not share the same community commitment.

Joshua Giancarlo suggested postponing the decision, noting that new registration was not imminent and that current programs would continue. He asked commissioners to verify the information directly with the Club and to consider potential litigation costs and the consequences of termination before taking action.

Pat Morgan discussed her family's involvement since returning to Cooper City, longstanding friendships, and her late husband Jerry Morgan's coaching service. She said the Club had served as an extended family and asked that transparency concerns be resolved so the programs could continue.

Marquis Kiffin acknowledged that the Club needed changes and that the City's insistence on compliance had improved the organization. He urged both sides to set aside animosity, recognize the contributions of volunteers and officials, and work together.

Nicole Guffey described growing up in Optimist sports and her decision to return to Cooper City with her children. She emphasized the importance of community relationships, trust, and cooperation for families choosing to live in the City.

Nyssa Castillo described her childhood involvement, community friendships, and current work with the Club's concession operations. She discussed the value of sports for children's development and mental well-being, supported accountability, and requested time to complete corrective measures.

Angel Rodriguez identified himself as a longtime volunteer coach. He objected to statements he believed cast suspicion on volunteers as a whole, distinguished inadequate management from proven misconduct, and requested specific evidence and fair treatment. He cited perceived administrative deficiencies within the City and questioned whether the City could operate the program without ultimately turning to private providers.

Daniel Ortiz asked the Commission to preserve the agreement, provide consistent requirements and a realistic path to compliance, and recognize volunteer efforts. He discussed his daughter's travel soccer experience and urged a solution that protects children's programs.

Finance Review of Corrective Measures

At the Mayor's request, Finance Director Irwin Williams reviewed the Club's reported compliance. He acknowledged progress but disputed the claim that 20 of the 21 priority items were complete. He said recent submissions arrived too late for a full review and that several controls remained incomplete or could not yet be verified.

He identified gaps in support for fundraising collections and sponsorship transactions, the continued use of checks for some sponsorships, and payment summaries transmitted to QuickBooks without sufficient individual audit trails. He raised concerns about a $1,400 payment to a board member for preparing the Club's Form 990. In a sample of ten payment records, he said eight W-9s were present and two were missing. He also discussed incomplete historical 1099 reporting and QuickBooks vendor settings.

Director Williams stated that new payment accounts and banking protections had reportedly been established that day but had not been verified. He said the three-bid process for purchases over $10,000 had not been implemented properly and cited an example in which a quote and an invoice differed in price and quantity, with no explanatory audit trail. He said reimbursement procedures also required operational verification. He emphasized that substantial progress did not mean every priority recommendation had been implemented and noted that he had previously offered assistance.

Proposed City Financial Review Role

Mayor Curran asked whether adding Director Williams to the payment review process would transfer financial control to the City. Mr. Rey said the Club would retain authority to select contracts and expenditures, while City review would ensure compliance with established controls and procurement procedures. He described the proposed role as ministerial. He said the arrangement could continue until procedures became routine and institutionalized, and he was willing to include an exit standard in an agreement. No such provision was approved during the meeting.

Public Records and Sunshine Law Discussion

City Attorney Horowitz distinguished the Public Records Act from the Sunshine Law. He explained that private nonprofit status, in itself, generally did not create an obligation to comply with either law, but that exceptions depended on the relationship with government. Regarding public records, he described a fact-specific analysis that considered creation, funding, public facilities, governmental functions, and control or involvement in decision-making. He stated that there was an argument that the Club could already be subject to public records requirements and offered to discuss the issues with its legal counsel.

For Sunshine Law purposes, Mr. Horowitz explained that delegation of governmental authority was a key consideration. He later clarified that Sunshine requirements would not prohibit all communications between a board member and other members of the organization; the analysis focused on communications among members of a covered decision-making body. He said a City financial reviewer could make the Club's argument against applicability more difficult, but that potential legal exposure also existed under its current relationship. These remarks were the City Attorney's explanation during the meeting, not a formal determination of the Club's legal obligations.

Optimist President Response

Sam Saad thanked participants and volunteers and recognized Pete Schlang's service. He stated that the Club sought full financial transparency while preserving its ability to operate efficiently with volunteers. He described the September financial package, including approximately 390 pages of supporting materials, and outlined plans to complete budgets, improve QuickBooks attachments, create a website, and make procedures and forms accessible to coaches and sports commissioners.

Mr. Saad acknowledged that written forms alone would not implement a working system. He said volunteers needed training and clear instructions on approvals and record submission. Regarding the Form 990 payment, he said the Club had sought

approval and that the individual involved would step down from his sports commissioner role. He also said the Form 990 might require revision as further information became available. Staff and commissioners continued to question the documentation and whether the payment complied with the existing agreement.

In response to questions about the Club's position, Mr. Saad stated that its board had met after discussions with the City Manager on Monday and voted against granting the City approval authority over its finances. He said concerns about operational control and Sunshine Law implications contributed to the decision. He explained that he could administer compliance with the agreement but needed board approval to change its terms. He expressed willingness to accept assistance and review, but distinguished that from granting approval authority.

Commission Discussion on Accountability and Club Operations

Commissioner Smith asked how the Club's current position aligned with earlier discussions and the options set by prior Commission direction. He questioned when the board had decided to reject the City's proposed financial role and emphasized the Commission's responsibility to protect taxpayer-supported facilities. He sought assurance that the president could implement agreed changes with support from the Club's leadership and asked what time and assistance would be needed.

Commissioner Mallozzi supported transparency but expressed concern that involving the City could impose additional open government burdens on volunteer operations. She sought an arrangement that would permit assistance without creating unnecessary obstacles. She proposed addressing corrective measures individually, assessing progress over time, and allowing approximately six months. She also discussed public access to Club meetings and the need for accessible financial information.

Commissioner Shrouder questioned the adequacy of existing controls regarding meal expenses, procurement, public access to meetings, and the treatment of budget records. He expressed concerns that budgets were collected and shredded after meetings. Mr. Saad said the Club retained an approved copy with its records and destroyed other copies to avoid confusion with outdated versions. Commissioners discussed posting approved budgets and amendments publicly rather than restricting access. Mr. Saad stated that full transparency was the goal.

Commissioner Katzman discussed his involvement as a parent and volunteer coach and said the Commission's participation in upcoming sports seasons was inconsistent with claims that it intended to eliminate youth sports. He emphasized the need for checks and balances in a multimillion-dollar operation using public facilities. He sought competitive procurement for purchases above the agreed threshold, clearer documentation of compensation and reimbursements, and a clear breakdown of what registration fees covered. He asked the Club president and board to work with the City Manager and leadership team toward a solution. He stated that he did not support replacing the program with a for-profit operator.

Mr. Saad recognized improvements to the athletic fields but noted concerns about drainage, scheduling, and access. The discussion returned to procurement, documentation, tax reporting, website access, and the time required to institutionalize procedures. Mr. Saad said six months would allow the Club to develop and implement the needed systems and address the audit items. Commissioner Shrouder pressed for a definite commitment on the 21 priority items and asked what consequences should follow if another deadline were missed. The distinction between the priority items and all audit findings remained part of the discussion.

Mayor Curran suggested using Irwin's expertise during the implementation period without granting him a vote on the Club's board. Mr. Saad welcomed assistance in developing and reviewing procedures and acknowledged the City's access to QuickBooks, but did not agree to grant financial approval authority. Commissioner Smith asked whether a timetable with clear milestones could provide a path to resolving the matter.

Agreement Status and Future Negotiations

Mr. Horowitz explained that the City's termination notice became effective on October 12, 2026, because the required compliance or assumption of financial operations had not occurred. He stated that programs in progress, or for which registration had commenced, could be completed under the agreement's termination provisions, but new program registrations could not begin. He explained that the City and Club could negotiate new terms and that staff could prepare an agreement for future Commission consideration.

Commissioner Shrouder recommended authorizing the City Manager to negotiate with Mr. Saad and suggested that arrangements could be considered by sport so that a deficiency in one program would not disrupt compliant programs. Commissioner Mallozzi favored terms close to the prior agreement and a further six-month opportunity, rather than adding

requirements that might make compliance harder. The City Attorney clarified during the later discussion that a new or reinstated agreement was not before the Commission as a noticed approval item that evening and would need to be returned for consideration.

Commissioner Smith supported granting the City Manager the authority to work with the Optimist president to negotiate and reestablish an agreement. Mr. Nightingale said that spring baseball and softball registration generally began in December, with play starting in February. Mr. Saad indicated that other spring sports were also expected to register in December and suggested resolving the agreement in November. The discussion acknowledged that the Club would need to complete its own approval process and that a proposed agreement could be placed on a future Commission agenda.

Commissioner Mallozzi clarified that the Level 2 background screening was described as a State requirement, not a new City condition. She also addressed comments on the vacancy referendum, explaining that the question had been placed on the ballot for residents to decide. Commissioner Katzman supported the direction proposed by Commissioner Smith and urged respectful communication and direct contact, rather than misinformation on social media. Mayor Curran encouraged greater participation by younger volunteers and Club members.

The Commission gave its consensus to direct the City Manager to work with the Optimist Club President toward an agreement and to return it for Commission consideration.

Board/Administrative Reports

3. Fire Chief Report

The Fire Chief's report was referenced in the agenda backup. Following the consent vote, Commissioner Smith requested to comment on Item 3. The City Attorney clarified that Item 3 was a report and not part of the consent agenda. The Fire Chief was recognized for professionalism, attention to detail, and adaptability demonstrated during the ceremony introducing the new fire apparatus. No formal action was taken.

4. Police Chief Report

Item 4 was referenced in the board reports and backup materials. No formal action was taken.

CONSENT AGENDA

Items 5, 6, 7, and 8 were considered together.

Minutes

5. September 22, 2026 Commission Meeting minutes
6. September 24, 2026, 2nd Public Budget Hearing minutes

Motion to Approve

7. U.S. Submergent Technologies, LLC - **Utilities**

Resolutions

8. **Resolution 26-53 - (City Clerk's Office)**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, CONCLUDING THE SERVICE OF THE CHARTER REVIEW BOARD OF THE CITY OF COOPER CITY, FLORIDA; EXPRESSING APPRECIATION TO THE BOARD MEMBERS FOR THEIR SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Commissioner Mallozzi made a motion to approve the Consent Agenda. Seconded by Commissioner Katzman, which prevailed by a unanimous 5-0 roll call vote.

REGULAR AGENDA

9. Discussion and Commission consensus to direct the City Manager to establish a customer service survey. – **Commissioner Katzman**

Commissioner Katzman proposed directing the City Manager to establish a customer service survey. He explained that performance evaluations were intended to inform merit increases, but feedback on customer-facing staff was not

consistently collected. He said the Commission generally heard about especially positive or negative experiences, rather than receiving a systematic record of customer service.

Motion: Commissioner Katzman made a motion to direct the City Manager to create a customer service survey. Seconded by Commissioner Shrouder, which prevailed by a unanimous 5-0 roll call vote.

10. Motion to approve the Piggyback of the Broward College Contract No. RFP-2024-082-OA with Shenandoah General Construction, LLC (Shenandoah) in the amount of $145,870.00 for fiscal year 2027 and in the approved budgeted amounts for each subsequent fiscal year during the contract term. – **Utilities**

The City Attorney introduced a request from Utilities to piggyback Broward College contract RFP-2024-082-OA with Shenandoah General Construction LLC. The amount was $145,870 for FY 2027, with approved budget amounts for subsequent fiscal years during the contract term. No substantive discussion was recorded.

Motion: Commissioner Shrouder made a motion to approve the Piggyback of the Broward College Contract No. RFP 2024-082-OA. Seconded by Commissioner Smith, which prevailed by a unanimous 5-0 roll call vote.

11. Discussion – Optimist Club Compliance – **Administration**

Heard earlier in the meeting; see discussion above.

REGULAR RESOLUTIONS

12. **Resolution 26-50 (Finance)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE FISCAL YEAR 2026-2027 BUDGET OF THE STORMWATER FUND (FUND 440) BY APPROPRIATING ONE HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY DOLLARS ($145,870) FROM FUND BALANCE TO FUND THE ABANDONMENT AND REPLACEMENT OF THE STORMWATER DRAINAGE PIPE AND OUTFALL LOCATED AT 11681 SW 57TH STREET BY SHENANDOAH GENERAL CONSTRUCTION, LLC UNDER THE CITY'S PIGGYBACK OF BROWARD COLLEGE CONTRACT NO. RFP-2024-082-OA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney read Resolution 26-50, which amends the FY 2026–27 budget for Stormwater Fund 440 by appropriating $145,870 from the fund balance to abandon and replace the stormwater drainage pipe and outfall at 11681 SW 57th Street. Shenandoah General Construction LLC would perform the work under the City’s piggyback on the Broward College contract.

Motion: Commissioner Shrouder made a motion to approve Resolution 26-50 amending the FY 26-27 budget for Stormwater Fund 440. Seconded by Commissioner Katzman, which prevailed by a unanimous 5-0 roll call vote.

13. **Resolution 26-51 - (Administration/Finance/Utilities)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 26-24, ADOPTED APRIL 14, 2026, TO INCREASE THE AUTHORIZED CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN AMOUNT FROM $7,420,000 TO $8,904,000 FOR THE CONSTRUCTION OF THE COOPER CITY WASTEWATER TREATMENT PLANT NEW HEADWORKS FACILITY PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOAN AGREEMENT AND ANY NECESSARY AMENDMENTS; AUTHORIZING THE CITY MANAGER TO ACCEPT THE LOAN FUNDING AND TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City Attorney read Resolution 26-51, which amends Resolution 26-24, adopted April 14, 2026, to increase the authorized Clean Water State Revolving Fund loan from $7,420,000 to $8,904,000 for construction of the wastewater treatment plant's new headworks facility. The resolution authorizes the City Manager to execute the loan agreement and necessary amendments, accept funding, and take implementing actions.

Motion: Commissioner Shrouder made a motion to approve Resolution 26-51 amending Resolution 26-24 to increase the authorized Clean Water State Revolving Fund Loan from $7,420,000 to $8,904,000. Seconded by Commissioner Katzman, which prevailed by a unanimous 5-0 roll call vote.

14. **Resolution 26-52 (Utilities)**

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING A REVISED SCHEDULE OF STORMWATER UTILITY RATES FOR ALL CUSTOMER CLASSIFICATIONS FOR FISCAL YEAR 2026-2027, REFLECTING A SEVENTY-FIVE PERCENT (75%) INCREASE, INCLUDING A SINGLE-FAMILY RESIDENTIAL RATE OF $11.25 PER MONTH; PROVIDING FOR ANNUAL ADJUSTMENT OF STORMWATER RATES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney introduced Resolution 26-52, adopting a revised FY 2026–27 schedule of stormwater utility rates that reflects a 75 percent increase, including $11.25 per month for single-family residences and annual rate adjustments.

Commissioner Mallozzi questioned why the proposed duplex charge of $5.53 per unit totaled $11.06, which was less than the single-family charge of $11.25. She also questioned the condominium rate of $2.80. The discussion covered property area and how to allocate stormwater charges among multiple units. She requested that the total duplex charge equal the single-family charge. The discussion referred to $5.62, $5.63, and $5.625 per duplex unit.

The Clerk identified Commissioner Shrouder as the mover of the initial amended approval motion and Commissioner Mallozzi as the seconder. The motion failed 2–3. Commissioners Mallozzi and Katzman voted yes; Smith, Shrouder, and Curran voted no. A motion to reconsider followed, and that first reconsideration also failed 2–3.

Commissioner Shrouder made a motion to approve the rate schedule as presented. The motion was heard, followed by a second from Commissioner Smith, but the vote on that version was not clearly recorded. Further discussion then returned to reconsideration of the duplex amendment.

Motion: Commissioner Shrouder made a motion to approve Resolution 26-52 as amended so that the total duplex charge equals the single-family charge. Seconded by Commissioner Mallozzi, which prevailed by a 3-2 roll call vote. Mayor Curran and Commissioner Smith voted no.

15. **Resolution 26-54 (Police)**

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF COOPER CITY AND THE BROWARD SHERIFF'S OFFICE FOR POLICE SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; APPROVING AND AUTHORIZING THE EXECUTION OF THE MONEY LAUNDERING TASK FORCE MEMORANDUM OF UNDERSTANDING, ATTACHED HERETO AS EXHIBIT "B" 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.

The City Attorney read Resolution 26-54, which approved the second amendment to the BSO Police Services agreement and the Money Laundering Task Force memorandum of understanding. He reported an email exchange with BSO's General Counsel regarding the rate language in Exhibit A and requested that the City Manager be given flexibility to confirm that no new rate applied or to make an appropriate adjustment after that confirmation.

Motion: Commissioner Shrouder made a motion to approve Resolution 26-54 approving the second amendment to the BSO Police Services Agreement and the Money Laundering Task Force MOU. Seconded by Commissioner Mallozzi, which prevailed by a unanimous 5-0 roll call vote.

CITY ATTORNEY REPORT

City Attorney Horowitz reported that the City had received notice late the previous day that CC Homes had withdrawn its proposed local land use plan amendment for the Cooper Colony Golf Course. Concurrently, the applicant submitted a new redevelopment application proposing 115 single-family homes. He said Community Development staff and his office were reviewing the application for compliance with restrictive covenants and recently adopted Florida redevelopment legislation, and would continue to update the Commission.

Mayor Curran asked the City Manager to post the information to the City website under the golf course update. The City Manager agreed.

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

Commissioner Smith recognized staff for securing grant funds for the culvert off SW 49th Street. He asked that City communications highlight the funding achievement again. He thanked colleagues for their patience during the meeting and acknowledged the difficulty of dealing with inappropriate comments from attendees.

Commissioner Mallozzi suggested placing a vending machine in or near the auditorium for meeting attendees and employees and discussed the possibility of the City receiving a percentage of sales.

Commissioner Shrouder raised concerns about streetlights that remained out of service despite repeated reports and prior investment in underground wiring on Sheridan Street. He asked staff to ensure reliable repairs and follow-through, noting that repeated reports from a commissioner and the Deputy City Manager had not resolved some outages.

He also criticized the persistence of debris on Pine Island Road and Stirling Road and asked for a plan to encourage City employees to identify and address debris within municipal boundaries. He expressed concern that employees might drive past debris because the roadway fell under another agency's jurisdiction and asked for a stronger organizational expectation for follow-up.

Staff reported coordinating with FDOT and Broward County on streetlight labels, which include contact information and a GIS layer to support reporting. Staff also discussed advertising for electrical services because the current vendor arrangement was limited. Commissioner Shrouder welcomed the reporting concept but reiterated that reported outages needed to result in repairs.

Mayor Curran asked the City Manager to post a positive, clarifying update on the City website about the Optimist Club to address public confusion. Mr. Rey agreed. The Mayor thanked staff and the Commission for their work and for concluding the evening's discussion.

ADJOURNMENT

The meeting adjourned at 10:38 p.m.

The minutes of the regular Commission meeting held on October 13, 2026, were approved at the regular Commission meeting on October 27, 2026.

_____

Mayor James Curran

_____

Tedra Allen, City Clerk

Docusign Envelope ID: 9BB6340A-9FD0-838A-8108-601B07F71130

CITY OF Cooper City Someplace Special

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 26-56 (Utilities)**

DATE: **October 27, 2026**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AGREEMENT WITH KEM HUSSAIN & WAHEEDA BAKSH HUSSAIN, FOR ONE (1) WATER ERC FOR NEW WATER SERVICE ONLY TO THEIR SINGLE-FAMILY HOME LOCATED AT 11000 SW 59TH STREET, TOWN OF DAVIE. A TOTAL COST OF $5,390.11 ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN. SEWER SERVICE WILL NOT BE PROVIDED AS THE HOME WILL REMAIN ON THE SEPTIC SYSTEM; 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.

SUBMITTED BY: Signed by: Akin Ozaydin 88E88ECC7EF74DB... October 16, 2026

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of the Water Agreement for one (1) Equivalent Residential Connection (ERC) for Kem Hussain & Waheeda Baksh Hussain, for new water service to their single-family home at 11000 SW 59th Street in the Town of Davie. Sewer service will not be provided, and the home will remain on the septic system.

BACKGROUND OF ITEM:
Kem Hussain and Waheeda Baksh Hussain are requesting a water connection for their single-family home. They shall be responsible for all installation costs. The Town of Davie, through the passage of Resolution No. R2025-189, has granted this approval.

ANALYSIS:
The City of Cooper City is the owner of the Utility system on SW 59th Street and provides water distribution services. The system has sufficient capacity to support this request.

STRATEGIC PLAN:
N/A

Docusign Envelope ID: 9BB6340A-9FD0-838A-8108-601B07F71130

FISCAL IMPACT:
The revenue associated with this request will be deposited into Account **450-000-366700-366 – Contribution-Developers & Others.**

Kem Hussain and Waheeda Baksh Hussain deposited a check with the City in the total amount of $5,390.11, which includes the applicable 25% surcharge, as calculated below.

Water: $4,092.09 x 1 ERCs = $4,092.09
Meter installation = $220.00
25% surcharge = $1,078.02
TOTAL: $5,390.11

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
450-000-366700-366 **Contributions – Developers & Others**	$74,000.00	$5,390.11	$68,609.89

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Resolution 26-56
2. Water Agreement, including legal description and plan
3. Copy of Contribution fee check
4. Opinion of Title

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	ATTORNEY'S OFFICE: Forward to City M…	10/16/26 10:15 AM
Rey, Alex	Assigned to City Manager	COMPLETE: Forward to City Clerk	10/16/26 03:33 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	10/16/26 03:47 PM
Allen, Tedra	END WORKFLOW - APPROVED		10/16/26 04:29 PM

RESOLUTION NO. 26-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AGREEMENT WITH KEM HUSSAIN & WAHEEDA BAKSH HUSSAIN, FOR ONE (1) WATER ERC FOR NEW WATER SERVICE ONLY TO THEIR SINGLE-FAMILY HOME LOCATED AT 11000 SW 59TH STREET, TOWN OF DAVIE, FOR A TOTAL COST OF $5,390.11. ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN. SEWER SERVICE WILL NOT BE PROVIDED AS THE HOME WILL REMAIN ON THE SEPTIC SYSTEM; 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, the Cooper City ("CITY") is the owner of the Utility system and provides water distribution services ("SERVICES"); and

WHEREAS, Kem Hussain & Waheeda Baksh Hussain hereinafter referred to as the "OWNER," is requesting one (1) Equivalent Residential Connection ("ERC") for new water service to its single-family home located at 11000 SW 59th Street in the Town of Davie, Florida, for water service only. Sewer service will not be provided, as the home will remain on the septic system; and

WHEREAS, Section 19-107 of the City Code requires the OWNER to execute a Water Agreement, attached hereto as Exhibit "A", and incorporated herein by reference, and pay the applicable contribution charges to the CITY prior to the provisions of the SERVICES; and

WHEREAS, the contribution charges for one (1) water ERC are $5,390.11, including the applicable 25% surcharge, as shown in Exhibit "A"; and

WHEREAS, the City Commission finds that the Owner's proposed use of the property is consistent with the City's interests and is not in conflict with Sec. 19-142 of the City's Code of Ordinances; and

WHEREAS, the Town of Davie approved the requested water connection, as evidence by Resolution No. R2025-189, attached hereto and incorporated herein by reference; and

WHEREAS, the Engineering/Utilities Department recommends approval of a Water Agreement with the OWNER for one (1) water ERC for a total cost of $5,390.11; and

WHEREAS, the City Commission finds that approving and authorizing the aforementioned Water Agreement with the OWNER for one (1) water ERC 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. The foregoing recitals are hereby adopted and confirmed and are incorporated herein by reference. All exhibits attached hereto are hereby incorporated herein and made a part hereof.

Section 2: The City Commission hereby approves and authorizes the Water Agreement with the OWNER for one (1) water ERC at a total cost of $5,390.11, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3: The appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution.

Section 4: Conflicts. All resolutions, or parts thereof, that are inconsistent or in conflict with this Resolution are hereby repealed to the extent of such 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, such 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 27th day of October, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
ALEX REY
City Manager

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

EXHIBIT A

Meeting Date: 10/27/2026 Item #7.

WATER AGREEMENT
FOR SINGLE FAMILY RESIDENT

(Outside the City)

FOR: KEM HUSSAIN / WAHEEDA BAKSH-Hussain
(NAME OF OWNER)

LOCATION: 11000 SW 59th ST, DAVIE, FL 33328

THIS AGREEMENT effective this 24th day of August, 2026, is made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Davie, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and KEM Hussain an individual/ or commercial customer with a property address of 11000 SW 59th ST DAVIE, FL 33328 hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, CITY is the owner and operator of a water treatment plant known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water distribution service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code, comprehensive with the Engineering permit and submittal requirements, including approval by the City Commission; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water services outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20_____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on September 03, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.

B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is defined for residential / commercial customers in Section 19-72 of the CITY's Code of Ordinances, as may be amended from time to time.

C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.

D. The term CITY COMMISSION shall refer to the City of Cooper City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge not to exceed twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges are a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential ..... **1** ERC's @ **$4,092.09** Per ERC, plus meter installation **$220.00**, plus 25% surcharge **$1,078.02** equals **$5,390.11**
Total ERC's **1** (WATER)

OWNER has paid to CITY the sum of Five thousand three-hundred ninety dollars and eleven cents.

$5,390.11 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

B. City Code Sec. 19-132. - On-site facilities.
Each developer, owner or builder shall be responsible for the design, installation, inspection and testing of the complete water distribution system located in the street or streets adjoining or within the boundaries of developer's property. The term "complete water distribution system" as used herein, shall include all component parts of a water distribution system, including water mains, valves, fittings, services, hydrants, and all appurtenances as shown upon the approved design of such water distribution system within right-of-way or easement, including the site for same, and all other appurtenances as shown on the approved design for the installation of such system.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water distribution service to consumers within the PROPERTY covered by this Agreement in accordance with Sec. 19-142 of the City's Code of Ordinances, as may be amended from time to time. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water distribution service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement. Subject to Sec. 19-142 of the City's Code of Ordinance, as may be amended, the CITY shall not unreasonably withhold service to the PROPERTY.

C. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, Owner's successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

D. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, rules and regulations relating to the furnishing of water distribution service and to consumers within the PROPERTY

limited to, rates, deposits, and connection charges and the right to discont certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

E. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water and or sewer lines within granted easements to City pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY's sole obligation shall be to refund OWNER's contribution charges as described in this Agreement.

F. OWNER'S RESPONSIBILITY

CITY shall install the water meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to pay all cost for the water extension and connect of the house lines to meter. The connections contemplated by this Agreement are for approved plans only, and the OWNER shall not permit the water line to be extended to service any location other than the Property without the expressed written consent of the CITY and the TOWN.

OWNER shall be responsible for obtaining any and all permits pertaining to the services provided pursuant to this agreement that may be required by the Town of Davie, the Central Broward Water Control District or any other federal, state or county agency with jurisdiction at the Property, including all costs associated therewith.

OWNER grants the CITY the right to access the property for purposes of inspecting and maintaining the meter and other utility infrastructure necessary for the City to provide service pursuant to this agreement.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water distribution service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. WARRANTY AND MAINTENANCE BOND.

The **DEVELOPER** warrants that the water facilities to be owned by the **CITY** shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the **CITY**. At time of execution of this Agreement, **DEVELOPER** shall deliver to the **CITY** a Performance bond or other security in a form acceptable to the City Attorney in an amount equal to one hundred ten (110) percent of the estimated cost of the construction as approved by the **CITY**. Upon completion of construction and simultaneously with the transfer of the water facilities to the **CITY**, the Bond shall be reduced to twenty-five (25) percent of the certified completion cost of construction of the water facilities The remaining Bond shall be held for an initial one (1) year period and shall act as a Maintenance Bond, which shall guarantee the warranty. Release of the remaining Bond shall be contingent upon the satisfactory inspection of all improvements, and the approval of the City Commission. If it becomes necessary to repair and/or replace any part of the facilities during the one (1) year period, then the warranty to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the **City** of those repairs and/or replacements. The bonds shall have as the surety thereon only such surety company as is acceptable to the **CITY** and which is authorized to write bonds of such character and amount under laws of the State of Florida.

I. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, Owner's successors and assigns.

J. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion or this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

K. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of

the fact that the said owners or occupants have consented to and accep herein contained and have become bound thereby. OWNER shall be responsible for all recording costs.

L. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

M. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

N. OWNER'S COVENANT

The OWNER warrants to the CITY that OWNER holds legal and beneficial title to the PROPERTY which is the subject of this Agreement, or, in the event that the OWNER is a tenant at the PROPERTY, that the OWNER has the legal authority to enter into and execute this Agreement. OWNER individually warrants that he or she has full legal power to execute this Agreement, either in their individual capacity or on behalf of the entity first named above and has authority to bind and obligate OWNER with respect to all requirements contained in this Agreement.

O. OPINION OF TITLE

Prior to the execution of this Agreement, the OWNER, at its own expense, shall deliver to the CITY an opinion of title for the PROPERTY issued by a qualified attorney licensed to practice law in the State of Florida, which confirms that the OWNER owns the fee simple title to the PROPERTY.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER:
City Manager
9090 S.W. 50th Place

Cooper City, Florida 33328

FOR THE OWNER:

/Waleeda Bakhsh Hussain

Kem Hussain / WALEEDA BAKSH-Hussain

FOR THE TOWN
Town Attorney
8800 SW 36th Street
Davie, FL 33328

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

CITY OF COOPER CITY:

ATTEST BY:

_____
MAYOR JAMES CURRAN

_____

DATE: _____

CITY CLERK

Approved as to legal form:

_____
CITY MANAGER

_____

CITY ATTORNEY

DATE: _____

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument and, acknowledged to and before me that _____executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____day of _____ 20____

My commission expires: _____ day of _____20 _____

_____
NOTARY PUBLIC STATE OF FLORIDA

OWNER:

BY: _____ / Waheeda B. Hussain

NAME: Kim Hussain
WAHEEDA BAKSH-HUSSAIN

DATE: 09-23-26

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23rd day of Sept, 2026, by Waheeda Baksh-Hussain Kim Hussain (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 23rd day of September 2026.

My commission expires: 17th day of April, 2030

Ayesha Hack
NOTARY PUBLIC STATE OF FLORIDA

AYESHA HACK
Notary Public - State of Florida
Commission # HH 786338
My Comm. Expires Apr 17, 2030
Bonded through National Notary Assn.

THE TOWN OF DAVIE

ATTEST BY:

TOWN CLERK

TITLE: TOWN ADMINISTRATOR

DATE: 9-23-26

Approved as to legal form:

TOWN ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 23 day of September 2026, by Town of Davie Administration (individual/ or business entity name), as Town Administrator for said Town of Davie. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 23 day of September 2026

My commission expires 5/25 day of 2028

NOTARY PUBLIC STATE OF FLORIDA

ERIKA STERR
Notary Public - State of Florida
Commission # HH 522257
My Comm. Expires May 25, 2028

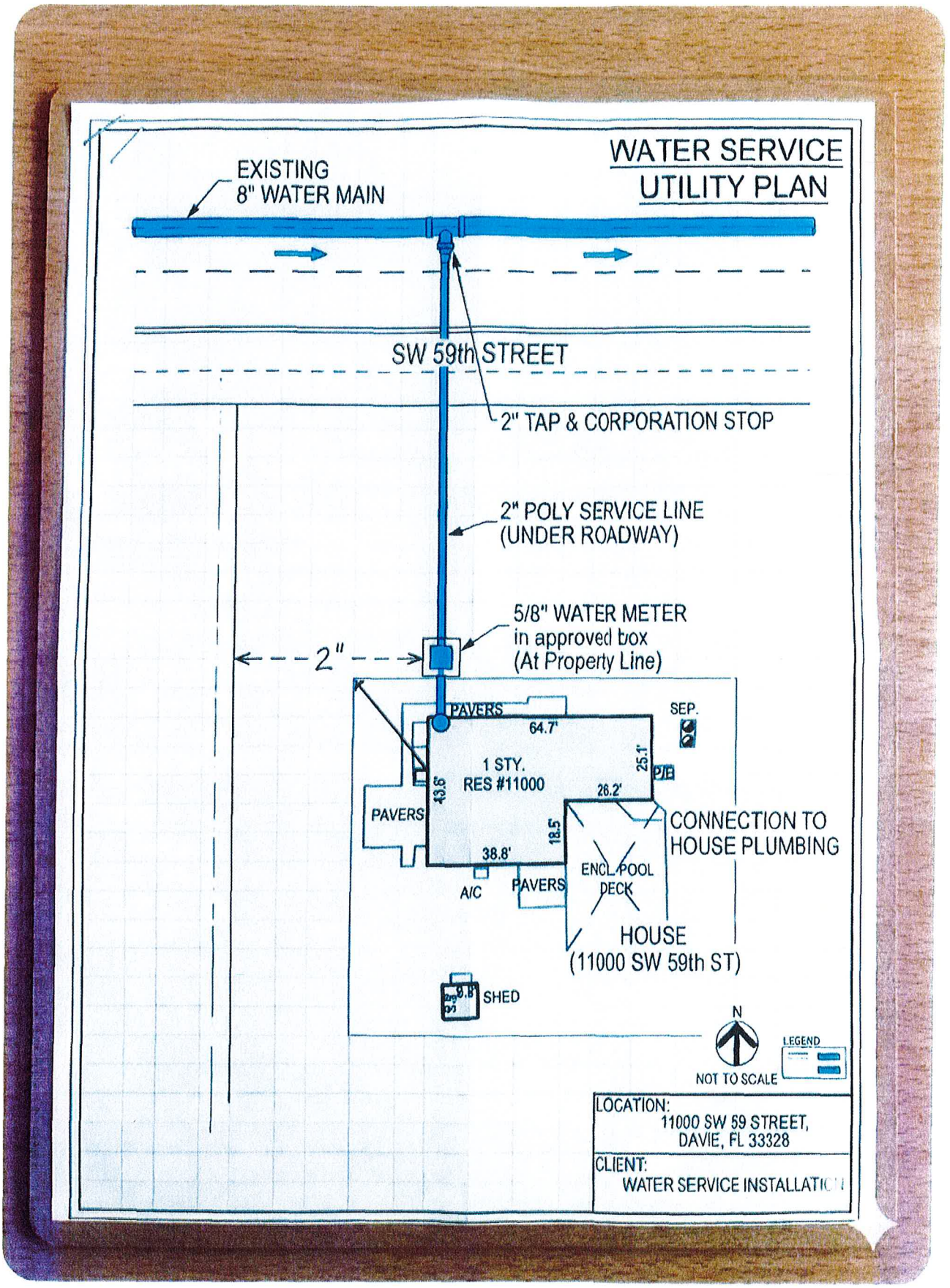
EXHIBIT "A"

Legal Description

A certain parcel of land situate, lying and being in the SW 1/4 of Section 31, Township 50 South, Range 41 East, Broward County, Florida, more fully described as follows: The West 156.875 feet of the East 470.625 feet of the North 94.75 feet of Tract 41 and the West 156.875 feet of the East 470.625 feet of the South 168.50 feet of Tract 42 of the Subdivision of Section 31, Township 50 South, Range 41 East, according to the Florida Fruit Land Company's Map No. 1, recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, now lying, being and situate in Broward County, Florida.

Property Address: 11000 SW 59th Street, Davie, Florida 33328

Parcel ID: 5041-31-01-0614


WATER SERVICE
UTILITY PLAN
EXISTING
8" WATER MAIN
SW 59th STREET
2" TAP & CORPORATION STOP
2" POLY SERVICE LINE
(UNDER ROADWAY)
5/8" WATER METER
in approved box
(At Property Line)
2"
PAVERS
64.7'
SEP.
25.1'
P/E
1 STY.
RES #11000
43.6'
26.2'
PAVERS
18.5'
38.8'
CONNECTION TO
HOUSE PLUMBING
A/C
PAVERS
ENCL. POOL
DECK
HOUSE
(11000 SW 59th ST)
SHED
N
NOT TO SCALE
LEGEND
LOCATION:
11000 SW 59 STREET,
DAVIE, FL 33328
CLIENT:
WATER SERVICE INSTALLATION

DAVIE, FLORIDA

RESOLUTION NO. R 2025-189

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE COOPER CITY RESIDENTIAL OR COMMERCIAL WATER SERVICE AGREEMENT AND STATEMENT OF UNDERSTANDING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town and Cooper City have been in discussion concerning Cooper City, on a case by case basis, being authorized to provide water service to select Town of Davie properties;

WHEREAS, certain Town of Davie property owners not currently being serviced by the Town of Davie Utility Department have reached out to the Town to be allowed to receive Cooper City water;

WHEREAS, the Town Council deems it in the best interest of its residents to allow select properties, on a case by case basis, request to receive water from Cooper City.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town Council of the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie does hereby approve the Cooper City Residential or Commercial Water Service Agreement and the Statement of Understanding. The Town Administrator, or designee, is hereby authorized to approve and execute the Cooper City Residential or Commercial Water Service Agreement on behalf of the Town and any ancillary documents.

Section 3. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. Effective Date. This Resolution shall take effect on effect immediately upon its passage and adoption.

PASSED AND DULY ADOPTED by the Town of Davie Town Council on this 3rd day of **September**, 2025.

TOWN OF DAVIE CORPORATE SEAL 1961 BROWARD COUNTY FLORIDA

Mayor Judy Paul

Authentication:

Evelyn Roig
Town Clerk

Motion: Councilmember Starkey		
Second: Mayor Paul		
☑ Approved ☐ Denied ☐ Approved Subject To		
Vote	Yea	Nay
Mayor Paul	✓	
Vice Mayor Hattan	✓	
Councilmember Whitman	✓	
Councilmember Starkey	✓	
Councilmember Luis	✓	

Approved by the Town Attorney
as to form and legal sufficiency:

Allan T. Weinthal

NUR-UL-ISLAM ACADEMY INC
CITY OF COOPERCITY

916244

Check Number 916244
Check Date Sep 24, 2026

Check Amoun $5,390.11

Item to be Paid - Description	Discount Take	Amount Pai
INSTALL WATER METER 11000 59TH STREET		5,390.11

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

NUR-UL-ISLAM ACADEMY INC
10600 SW 59TH STREET
COOPER CITY, FL 33328
PH (954) 434-3288

WELLS FARGO BANK, N.A.
63-643/670

DATE Sep 24, 2026

916244

Check Number 916244

AMOUNT
$ 5,390.11

Memo: WATER METER

PAY TO THE ORDER OF: Five Thousand Three Hundred Ninety and 11/100 Dollars

CITY OF COOPERCITY
9090 SW 50 PLACE
COOPER CITY, FL 33329-0910

VOID AFTER 90 DAYS

[redacted]

SECURE DOCUMENT SQUARE IMAGES FADE WHEN HEAT IS APPLIED

⑈916244⑈ ⑆067006432⑆ [redacted]⑈

KHALID HUSSAIN, ESQ.
Attorney at Law | Florida Bar No. 1038529
425 Mass Ave NW, Ste. 914, Washington, DC 20001 | (954) 326-1072 | khussain188@gmail.com

OPINION OF TITLE FOR CONVEYANCE OF WATER DISTRIBUTION & WASTEWATER FACILITIES TO THE CITY OF COOPER CITY

With the understanding that this Opinion of Title is furnished to the City of Cooper City, Broward County, Florida, as an inducement for the acceptance of a Bill of Sale and Grant of Easement in connection with certain water distribution facilities to serve the single-family residence located at **11000 SW 59th Street, Davie, Florida 33328 (Folio No. 5041-31-01-0614)**, it is hereby certified as follows.

I hereby certify that I have examined Owner's Title Insurance Policy No. **OYFL-08567844** issued by **Old Republic National Title Insurance Company** (Issuing Agent: Titlelogic, LLC, File No. TL-2026-468) covering the period from the beginning to **August 24, 2026**, at the hour of **4:32 p.m.** inclusive, together with a supplemental search of the Official Records of Broward County, Florida from that date through the Clerk's released-through date of **September 21, 2026** (released through Instrument No. **121108152**), of the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof ("**Property**").

It is my opinion that on the last mentioned date, the fee simple title to the Property was vested in:

> **Kem Hussain and Waheeda Baksh-Hussain, husband and wife**, by Warranty Deed from Annamarie Kinch, a single woman, dated July 31, 2026 and recorded August 24, 2026 at Official Records Instrument No. 121058516.

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

1.1 Mortgage (Security Instrument) dated July 31, 2026, from Kem Hussain and Waheeda Baksh-Hussain, husband and wife, as Consumer, to Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Co-Owner 2004-0000436, LLC (Guidance Residential, LLC, originator) and its successors and assigns, securing an Original Acquisition Balance of $678,750.00, together with 1-4 Family Rider, recorded August 24, 2026 at Official Records Instrument No. 121058517.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

None disclosed by the Owner's Policy or identified in the supplemental Public Records search through the effective date stated above.

3. GENERAL EXCEPTIONS:

3.1 Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the time period covered by this Opinion of Title.

3.2 Taxes for 2026 and subsequent years, and taxes or special assessments which are not shown as existing liens by the Public Records.

3.3 Rights or claims of parties in possession not shown by the Public Records.

3.4 Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Property.

3.5 Easements or claims of easements not shown by the Public Records.

3.6 Any lien or right to a lien for labor, equipment, material, or supplies heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

3.7 Any adverse claim to all or any part of the Property which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. SPECIAL EXCEPTIONS:

4.1 Plat of Florida Fruit Lands Company Subdivision No. 1, recorded February 18, 1911 in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

4.2 UCC Financing Statement (fixture filing) naming Kem Hussain and Waheeda Baksh Hussain, as debtors, and Dorado I Resi Solar LLC, as secured party, covering residential solar photovoltaic equipment which may contain an integrated battery, recorded August 13, 2026 at Official Records Instrument No. 121039728. The collateral described in the financing statement is limited to the residential solar photovoltaic equipment and any integrated battery identified therein and does not purport to grant a security interest in the fee title to the land. Based solely upon the recorded financing statement, no joinder by Dorado I Resi Solar LLC is identified as necessary, subject to confirmation that the proposed easement does not include, require relocation of, impair access to, or otherwise affect the solar equipment or fixtures.

All recording references are to the Public Records of Broward County, Florida, unless otherwise noted.

Based on the record title described above, it is my opinion that the following parties must join in, or consent to, the proposed Bill of Sale and Grant of Easement, as applicable, in order to make those instruments valid and binding conveyances of the interests described therein. The form of any mortgagee joinder, consent or subordination shall be as the City may require:

Name	Interest	Exception Number
Kem Hussain	Fee simple owner	—
Waheeda Baksh-Hussain	Fee simple owner	—
Mortgage Electronic Registration Systems, Inc., as nominee for 2004-0000436, LLC (Co-Owner under Co-Ownership Agreement)	Mortgage interest holder; consent, joinder or subordination as required by the City	1.1

The legal description of the Property is set forth in Exhibit "A" attached hereto. As of the date of this Opinion, the proposed Bill of Sale and Grant of Easement have not been furnished to the undersigned, and no opinion is expressed as to the legal descriptions or other terms contained therein. Upon receipt of those instruments, the undersigned will confirm in writing whether the legal description of the Property contained therein is the same as that set forth in Exhibit "A".

I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted on this 24th day of September, 2026.

By: Khalid

Khalid Hussain, Esq.
Florida Bar No. 1038529

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [X] online notarization on Sept 24th, 2026, by Khalid Hussain, who (check one) [X] is personally known to me or [ ] has produced _____ as identification.

_____

Notary Public, State of Florida
[SEAL] Print Name: AYESHA HACK
My commission expires: 04-17-2030

AYESHA HACK
Notary Public - State of Florida
Commission # HH 786338
My Comm. Expires Apr 17, 2030
Bonded through National Notary Assn.

EXHIBIT "A"

Legal Description

A certain parcel of land situate, lying and being in the SW 1/4 of Section 31, Township 50 South, Range 41 East, Broward County, Florida, more fully described as follows: The West 156.875 feet of the East 470.625 feet of the North 94.75 feet of Tract 41 and the West 156.875 feet of the East 470.625 feet of the South 168.50 feet of Tract 42 of the Subdivision of Section 31, Township 50 South, Range 41 East, according to the Florida Fruit Land Company's Map No. 1, recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, now lying, being and situate in Broward County, Florida.

Property Address: 11000 SW 59th Street, Davie, Florida 33328

Parcel ID: 5041-31-01-0614



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Meeting Date: 10/27/2026 Item #7.

Property Address	**11000 SW 59 STREET, DAVIE FL 33328-6302**
Property Owner	BAKSH-HUSSAIN, WAHEEDA HUSSAIN, KEM
Mailing Address	11000 SW 59 ST DAVIE FL 33328

ID #	5041 31 01 0614
Millage	2413
Use	01-01

Abbr Legal Description	FLA FRUIT LANDS CO SUB NO 1 2-17 D 31-50-41 TRACT 41 W 156.875 OF E 470.625 OF N 94.75,TR 42 W 156.875 OF E 470.625 OF S 168.50

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).

* 2026 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2026*	$254,380	$462,560	$716,940	$527,000	
2025	$254,380	$441,810	$696,190	$513,150	$9,572.24
2024	$254,380	$526,750	$781,130	$498,690	$9,273.37

2026* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$716,940	$716,940	$716,940	$716,940
Portability	0	0	0	0
Assessed/SOH 22	$527,000	$527,000	$527,000	$527,000
Homestead 100%	$25,000	$25,000	$25,000	$25,000
Add. Homestead	$26,411	0	$26,411	$26,411
Wid/Vet/Dis 2	$5,000	$5,000	$5,000	$5,000
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$470,589	$497,000	$470,589	$470,589

Sales History

Date	Type	Price	Book/Page or CIN
7/16/2026	WD-Q	$905,000	**121058516**
9/10/2021	ODH-T		**117575134**
9/10/2021	OSA-T		**117575090**
12/9/2009	QCD-T	$100	**46736 / 53**
9/1/1989	QCD	$100	**16798 / 483**

Land Calculations

Price	Factor	Type
$267,766	0.95	AC
Adj. Bldg. S.F. (Card, Sketch)		1911
Units		1
Eff./Act. Year Built: 1975/1974		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Misc2	Misc
24	D		B			DV		
R	1		B					
1						1		

Docusign Envelope ID: 05CC34BB-0205-8CB9-828E-DC36BC73FF00

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Utilities

DATE: October 27, 2026

SUBJECT: Motion to approve a Task Order number 2026-AAJJ-01 under Contract RFQ2024-1-PW with M.C. Harry and Associates, Inc. for architectural and engineering services for the proposed New Utilities Operations Building, in an amount not to exceed $359,282.00.

SUBMITTED BY: Signed by: Akin Ozaydin 88E88ECC7EF74DB... October 15, 2026

CITY MANAGER RECOMMENDATION:
The City Manager recommends that the City Commission approve Task Order AAJJ-01 under RFQ2024-1-PW with M.C. Harry and Associates, Inc., for architectural and engineering services for the proposed New Utilities Operations Building, including project programming, schematic design, design development, construction documents, permitting and bidding assistance, and construction contract administration, at a cost not to exceed $359,282.00.

BACKGROUND OF ITEM:
The City of Cooper City plans to construct a new Wastewater Treatment Plant (WWTP) to replace the existing treatment facilities and address the City's long-term wastewater treatment needs. As part of planning and developing the proposed WWTP, the City has identified a conflict between the proposed treatment facility improvements and the existing Utilities Operations Building, located within the Water Treatment Plant (WTP) and WWTP property at 11791 SW 49th Street, as illustrated in Exhibit A – Proposed Wastewater Treatment Plant Improvements.

To facilitate programming, layout, and future construction of the new WWTP, the City intends to relocate the Utilities Department staff and operations currently housed in the Utilities Operations Building to a new facility. The proposed Utilities Operations Building will be located at 11221 SW 49th Street, adjacent to the existing Public Works Fleet Building, as shown in Exhibit B – Project Location Map.

The proposed facility will accommodate some of the Department's operational functions, including offices, employee workstations, workshops, equipment storage, locker rooms, restrooms, training and conference spaces, and other support facilities necessary for daily operations.

Docusign Envelope ID: 05CC34BB-0205-8CB9-828E-DC36BC73FF00

M.C. Harry and Associates, Inc. has submitted a proposal under the City's Continuing Professional Consulting Services Contract (RFQ2024-1-PW) for architectural and engineering services for the proposed Utilities Operations Building.

ANALYSIS:
The proposed Task Order provides the architectural and engineering services needed to design the new Utilities Operations Building and to facilitate the relocation of the Utilities Department's existing operations. As shown in Exhibit B, the existing Utilities Operations Building conflicts with the proposed WWTP improvements. Relocating these operations to the site identified in Exhibit A will allow the City to advance planning and development of the new WWTP while maintaining the Department's operational functions.

Major architectural and engineering services include:

- Project management, coordination, and programming to define the City's operational and facility requirements.
- Preparation of schematic design documents that identify the proposed building layout, site arrangement, and major building systems.
- Development of architectural and engineering designs that address the facility's functional and operational requirements.
- Preparation of construction drawings, technical specifications, and supporting documents required for permitting and competitive bidding.
- Civil engineering design for associated site improvements, utilities, drainage, and related infrastructure.
- Landscape architecture and coordination of applicable site development requirements.
- Preparation of opinions on probable construction cost during the design process.
- Coordination with applicable permitting and regulatory agencies.
- Bidding assistance, including responses to bidder questions and preparation of clarifications or addenda as needed.
- Construction contract administration, including submittal reviews, responses to requests for information, site observations, and construction closeout assistance.

The proposed scope includes basic architectural and engineering services, supplemental services, allowances for additional services, and reimbursable expenses, all subject to City authorization. The consultant's services will support the design, permitting, procurement, and construction of the proposed facility while enabling the City to continue advancing planning and development of the new WWTP.

PROCUREMENT:
On November 1, 2024, the City advertised Request for Qualifications No. RFQ2024-1-PW under full and open competition. The City opened proposals on January 24, 2025, and reviewed them for responsiveness and responsibility. The Evaluation Committee evaluated and ranked forty-five (45) proposals at the evaluation meeting on April 1, 2025. The City Commission selected and recommended thirteen (13) qualified consultants for award. On April 22, 2025, the City

Docusign Envelope ID: 05CC34BB-0205-8CB9-828E-DC36BC73FF00

Commission approved the award of RFQ2024-1-PW for a five (5)-year term, including one (1) five (5)-year renewal option.

M.C. Harry and Associates, Inc. was selected under Contract No. RFQ2024-1-PW to provide professional consulting services. The selection for this Task Order was based on M.C. Harry and Associates, Inc.'s qualifications and experience in architectural and engineering design for municipal facilities.

Section 2-263(c) of the City's Procurement Code requires that applicable professional architectural and engineering services be procured in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. Section 287.055(2)(g), Florida Statutes, authorizes the award of professional services under a continuing contract for individual construction projects within the applicable statutory construction-cost threshold, individual studies with professional services fees not exceeding $500,000, and work of a specified nature as provided in the continuing contract.

FISCAL IMPACT:
The proposed Task Order totals $359,282, comprising $338,782.00 for lump-sum professional design, engineering, and architectural services, $500 for reimbursable allowances, and $20,000.00 in contingency for additional architectural and engineering services billed on an hourly, not-to-exceed basis.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
453-950-600000-003-MBREL	$500,000.00	$359,282.00	$140,718

ATTACHMENTS:
1. New Utilities Operations Building – Architectural and Engineering Scope of Services
2. RFQ2024-1-PW – Executed Continuing Professional Consulting Services Agreement – M.C. Harry and Associates, Inc.
3. Exhibit A – Proposed WWTP Improvements
4. Exhibit B – Project Location Map

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	ATTORNEY'S OFFICE: Forward to City M…	10/15/26 02:41 PM
Rey, Alex	Assigned to City Manager	COMPLETE: Forward to City Clerk	10/15/26 03:32 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	10/16/26 03:46 PM
Allen, Tedra	END WORKFLOW - APPROVED		10/16/26 04:25 PM

MCHARRYASSOCIATES

AE FEE PROPOSAL

Date: 10.20.26

To: **Abel Palacio, CGC**
Capital Projects Coordinator

Address: **City of Cooper City**
11791 SW 49th Street
Cooper City, Florida 33330
Phone: 954.434.4300 # 103
e-mail: apalacio@coopercity.gov

Re: **Task Order 2026-01 New Utilities Operations Building**

Dear Mr. Palacio:

M. C. Harry and Associates Inc., (MCHarry) proposes to provide the services identified below for the project entitled "**New Utilities Operations Building"** pursuant to RFQ No. 2024-1-PW Continuing Professional Consulting Service Agreement with the City of Cooper City (The City) for basic architecture and engineering services, dated 04/06/25.

I. GENERAL

The new Utilities Operations building is to be located at the eastern end of SW 49th Street in Cooper City, Florida, near the existing Public Works Fleet building. This project includes the scope identified below:

II. SCOPE OF WORK

The facility will function as an administrative and operations building for approximately 22 employees, with an anticipated building life of 40—50 years and flexibility for future operational changes.

The proposed facility is approximately 11,000 square feet and includes:

- Cubicles/Space for 16 employees
- (1) 20' High Bay Door
- (2) 14' High Bay Door
- Four private offices
- Two restrooms with showers
- Five workshops
- Server room
- Four storage rooms
- Two supply rooms
- Two locker rooms with bathrooms and showers
- Two locked cage storage areas
- Combined training and conference room
- Combined kitchen and breakroom

The facility will be secure, accessible, and provide parking for up to +50 vehicles. Final square footage will be determined during programming and concept design phases.

2780 S.W. DOUGLAS ROAD, SUITE 302, MIAMI, FLORIDA 33133. VOICE 305.445.3765. FAX. 305.446.9805. AR 0014445 ARCHITECTURE . PLANNING . INTERIOR DESIGN

The following tasks described below are to be performed by the AE:

A. Task 1 – Development of Objectives

Upon acceptance of the AE fee proposal and issuance of an authorization to proceed (ATP) from the City, a visit to the facility with the City's staff will be coordinated and conducted to further assessment of the existing site which may further refine specific site requirements.

The client will provide the following: an updated boundary, and topographic survey, include a tree survey documenting existing landscaping as necessary to confirm tree locations, size, and species, an underground survey for areas on and adjacent to the site. The services of a geotechnical engineer will also be required. Four (4) soil borings and preparation of a geotechnical report is to be performed to determine the soil bearing capacity and soil percolation. If it is determined that the portion of land where the project is to be developed will require environmental consulting services to test soils and address the remediation requirements, the client is also required to secure the services of an environmental engineer to perform the services required by the environmental agencies having jurisdiction to implement a Soil Management Plan and Dust Control Plan during site redevelopment activities that will involve the onsite management of impacted soils.

The AE can assist with securing a surveyor, arborist (if need), and Geotech professional. However, the cost and risk associated with such surveys, done on behalf of the client, will be the responsibility of the client.

A scope verification report will be generated for the City's review, comment and approval to ensure the team is in one accord with the detailed scope of the project. We will also present a preliminary project development schedule which will propose a completion date for each task of the project from design through final completion of the project.

B. Task 2 – Schematic Design

Based on approval of the information gathered from Task 1, a schematic design will be created for the City's consideration. A presentation in the form of one line sketches and diagrams which include site plans, floor layout, and simple conceptual sketches/perspective renderings to help the team visualize the path the project design could take. We will create a probable construction cost estimate based on unit cost of comparable buildings to aid the City in preparing/confirming the budget requirements for this project.

The City's comments are required to help refine and guide the design. The City comments will be incorporated until the design direction is approved. The City's approval is required to move to the next task.

C. Task 3 - Design Development

Based on City's approval of a schematic design and the project's construction cost approved by the City from Task 2, we will prepare and issue Design Development documents including drawings from the relevant AE design consultants. These will include computer generated renderings sufficient to describe the approved design, site plans, floor plans, elevations, sections, building structure, building systems, and critical construction details (if required). Floor plans will include a layout showing FF&E to show program functionality. Additional presentations to other stakeholder and interest groups as may be required to garner support for the project will be performed during this task under Additional Services and funded under allowance for same. During this phase of the project the recommendations from the geotechnical report will allow us to make certain determination on type of foundation and framing for the proposed structural system(s). MCHarry will meet with all AHJ to confirm project's requirements. At this

stage, the City in conjunction with MCHarry will conduct a constructability review of the propose design of the project.

Submittal will include an updated project development schedule and an updated Statement of Probable Construction Cost in CSI Format and broken down by project elements.

D. Tasks 4 - Construction Documents

From the City-approved Design Development Documents, we will prepare Final Construction Documents. This will be submitted at 50%, 90% levels of delivery for review and approval by the City. The Construction Documents will be considered 100% when the City's comments are incorporated. These Construction Documents will comprise a fully biddable, permit-able, constructible project. Submittal will include updated project development schedule and an updated statement of probable construction cost at both the 50% and 100% CDs levels of delivery.

E. Task 5 - Dry Run Permitting

We will electronically or manually file a 50% CD set and the 100% CD permit set to process the permit dry-run through all AHJs as required. We will respond to comments from the building department for approval of building permits from the City and all other authorities having jurisdiction over the project, including Broward County's Water and Wastewater Services, and the Environmental Permitting Division at the earliest practicable time during the performance of the Work and will, at the conclusion of this Task, obtain final approvals. We will update the Statement of Probable Construction Cost and advise the City of any substantial increases in costs caused by comments during the permitting process. Upon completion of dry run permitting, two (2) full size sealed copies of the latest drawings and specifications will be provided to building department for issuance of a building permit to the City select General Contractor. We will also provide digital versions of the drawings in .pdf format. The specification additional terms and conditions shall be provided in both .pdf and .doc formats. The City will provide the AE with their front-end specification documents for inclusion in the Construction Documents for the next task for the project.

F. Task 6 - Bidding and Award of Contract

Upon obtaining all necessary approvals of the Construction Documents, from authorities having jurisdiction, acceptance by the City of the 100% Construction Documents and latest Statement of Probable Construction Cost, we will assist the City in the preparation of the bid documents and the evaluation of bids. Services include assistance in the preparation of responses to bidders' requests for information, issuance of addenda, and attendance to a 'Pre-Bid Meeting'. If required, MCHarry will also assist the City in the review of bids.

G. Task 7 - Construction Contract Administration

Construction Contract Administration will begin upon construction contract award and continue through submission of project closeout documents to the City. Services include attending the construction kick-off and bi-weekly OAC meetings, preparing meeting minutes, conducting bi-weekly site observations and inspections during key construction events, and providing field reports with monthly payment requests. We will assist the City with reviewing contractor submittals, RFIs, shop drawings, samples, change orders, and payment requisitions, and prepare required change documentation. At completion, we will issue a Substantial Completion punch list and Final Completion Inspection Report, recommending issuance of the Certificate of Final Acceptance. Fees assume nine months from NTP to substantial completion plus 30 days for final completion.

III. SUB-CONSULTANTS

The below listed sub-consultants will compose the AE Design Team to assist in the performance of the tasks outlined above.

Sub-Consultant Name	Specialty or Expertise
ACcord Engineering Inc.,	Structural Engineer
R&D Engineers Inc.,	Mechanical, Electrical, & Plumbing Engineer
Robayna and Associates	Civil Engineer
Laura Llerena & Associates	Landscape Architect

IV. SCHEDULE OF WORK – TIME OF PERFORMANCE

Task No.	Task Description	Duration	Delivery Date* *(cumulative days)*
1	Development of Objectives	30 days	ATP + 30
	City's Review	14 days	ATP + 44
2	Schematic Design	30 days	ATP + 74
	City's Review	14 days	ATP + 88
3	Design Development	60 days	ATP + 148
	City's Review	14 days	ATP + 162
4	Construction Documents	90 days	ATP + 252
	City's Review	14 days	ATP + 266
5	Dry Run Permitting	90 days	ATP + 356
	Incorporation of Building Department's Comments	30 days	ATP + 386
6	Bidding and Award of Contract	90 days	ATP + 476
	Bid Review and Awards	30 days	ATP + 506
7	Construction Contract Administration	270 days*	ATP + 776*
	Close Out Period	30 days	ATP + 806

Durations are noted in calendar days. A 14-day duration is assumed for City's review periods
** An updated schedule will be provided to the City upon issuance of NTP to the general contractor.*

V. LIST OF DELIVERABLES

Task No.	Task Description	Deliverables
1	Development of Objectives	Program Validation Report outlining scope with Conceptual Site and Space Planning Diagrams. Preliminary Project Schedule.
2	Schematic Design	Initial Code and Life Safety Analysis. One-liner Architectural Site Plan, Floor Plan, Roof Plan, Building Elevations, Building Sections, Life Safety Plans. Outline Architectural Specifications. Preliminary Opinion of Probable Cost of Construction. Updated Project Schedule.
3	Design Development	Confirmed Code and Life Safety Analysis. Developed Architectural Site Plan, Floor Plan, Roof Plan, Ceiling Plan, Building Elevations, Building Sections, Life Safety Plans, Preliminary Details and Schedules, Finishes /Color Boards. Civil, Grading, Drainage, and Utility Plans. Structural Foundation and Framing Plans. Mechanical, Electrical, Plumbing, and Fire Protection Plans. Updated Outline Specifications. Updated Opinion of Probable Cost of Construction. Updated Project Schedule.
4	Construction Documents	Final Code and Life Safety Analysis. Complete Architectural Construction Drawings. Complete Civil, Grading, Drainage, and Utility Drawings. Complete Structural Drawings. Complete Mechanical, Electrical, Plumbing, and Fire Protection Plans. Complete Specifications for all

		disciplines. Updated Opinion of Probable Cost of Construction

The above is a list of typical deliverables, projects may vary slightly depending on nuances with scope and project requirements as the design develops.

VI. COMPENSATION

The AE basic service sub-total is based on the level of effort associated with a project of this magnitude with a construction budget of $3,465,000 for a total lump sum fee of **Three Hundred Fifty-Nine Thousand, Two Hundred and Eighty-Two Dollars ($359,282).**

SUMMARY OF COMPENSATION			
Task No.	***Task Description***	***Fee Amount***	***Fee Basis***
1	Development of Objectives	$ 5,080	Lump Sum
2	Schematic Design	$ 20,319	Lump Sum
3	Design Development	$ 50,797	Lump Sum
4	Construction Documents	$101,594	Lump Sum
5	Dry Run Permitting	$ 12,699	Lump Sum
6	Bidding and Award of Contract	$ 12,699	Lump Sum
7	Construction Contract Administration	$ 50,797	Lump Sum
	SUBTOTAL – BASIC SERVICES FEES	**$253,985**	**Lump Sum**
	Civil Engineering Services	$ 50,797	Lump Sum
	Landscape Architecture	$ 27,000	Lump Sum
	Opinion of Probable Construction Cost	$ 7,000	Lump Sum
	SUBTOTAL – SUPPLEMENTAL SERVICES FEES	**$ 84,797**	**Lump Sum**
	Contingency for Additional AE Services *(authorization req'd)*	$ 20,000	Allowance
	Reimbursable *(authorization req'd)*	$ 500	Allowance
	SUBTOTAL – ALLOWANCES	**$ 20,500**	**Allowance**
	GRAND TOTAL	**$359,282**	

VII. SUPPLEMENTARY SERVICES

The following services are included in this proposal:

- Civil Engineering
- Landscape Architecture
- Opinion of Construction Cost

These services will be provided at the supplemental fee included in the fee summary above.

VIII. ADDITIONAL SERVICES

The following services are not included in the above mentioned basic and supplementary services and if requested by the City will be provided at an additional fee:

1. Any services not listed in this proposal.
2. Dedicated field representation.
3. LEED or other 'green building' certification.
4. Detailed Building Information Modeling (BIM) above level 300.
5. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
6. Significant services associated with securing public agency agreements.
7. Providing services made necessary by the default of the Contractor.
8. Providing services in connection with a public hearing or legal proceeding except where the Architect/Engineer is party thereto or said services are required by law.
9. Additional attendance to construction by-weekly meetings beyond the specified period listed in the Time of Performance above will be charged as an additional service at the rate as per the approved labor rates in RFQ No. 2024-1-PW PSA.

IX. ALLOWANCES

Allowances allocated for continencies additional AE services and reimbursables shown in the fee summary above require authorization from the client accompanied by explicit rational for its use. Additional services will be performed only on authorization and approval by the client.

X. DATA PROVIDED BY CITY

The following information or documents are to be provided by the City:

- City's design guidelines and standards.
- Boundary and topographic survey
- Geotechnical field and lab testing
- Sub-surface utility investigation
- Arborist services (if required)
- Traffic study (if required)

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted within that period, we reserve the right to re-evaluate the terms and conditions contained herein. We will begin work a day after the receipt of the owner's Work Authorization.

Thank you for considering MCHarry Associates. We look forward to working with you on this project.

Submitted by: _____

Craig Aquart, AIA, NOMA, CSI, DHT
Principal
MC Harry Associates Inc

Reviewed and approval in concept
recommended by:

_____

Alex Rey, City Manager
City of Cooper City

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RFQ NO. 2024-1-PW
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA) AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 4th day of June, **2025** 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

MC Harry and Associates, Inc., an **Architect** firm as listed with the Florida Department of Business & Professional Regulation, authorized to do business in the State of Florida, and with a business address of **2780 SW Douglas Road, Suite 320, Miami, Florida 33133** (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, the Consultant has offered to provide Continuing Professional Consulting Services - Architecture, on a non-exclusive basis, that shall conform to the Statement of Qualifications (see Appendix A), Request for Qualifications ("RFQ") No. 2024-1-PW and all associated addenda and attachments incorporated herein by reference and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated January 21, 2025, which is incorporated herein by reference; and

WHEREAS, the City desires to procure from the Consultant such Continuing Professional Consulting Services - Architecture for the City, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor 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.

1.1 On **November 1, 2024**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide Professional Architecture Services under a continuing contract, as defined by Section 287.055(2)(g),

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F.S., as more particularly described in **Appendix "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications # 2024-1-PW

Continuing Professional Consulting Services - Architecture

1.2 On **March 11, 2025**, the proposals were opened publically and the names of the respondents were read aloud.

1.3 On **April 1, 2025**, the CITY's evaluation committee certified CONSULTANT as qualified to provide the professional services as described in Appendix A, and shortlisted the CONSULTANT to provide Architecture services in accordance with the Consultant's Competitive Negotiation Act (CCNA), § 287.055(3)(c), Florida Statutes.

1.4 On **April 22, 2025**, the CITY Commission approved award to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render services more particularly described herein below.

1.5 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "professional services" in Section 287.055(2)(a), Florida Statutes, as amended from time to time.

ARTICLE 2
ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) City of Cooper City RFQ2024-1-PW and any associated addenda any other exhibits and attachments 4) the CONSULTANT's Proposal.

ARTICLE 3
SERVICES AND RESPONSIBILITIES

3.1 The CITY may request from the CONSULTANT from time to time, on an as-needed basis, architecture services for various projects and assignments as more particularly described in Exhibit A. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request and provide the CITY with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to this Agreement and/or a Task/Work Authorization in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth in the Engineers' Labor Rate list, attached hereto and by this reference made a part hereof as Appendix B.

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3.2 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in §287.055(2)(g), Florida Statutes as amended from time to time. The scope of work set forth in Exhibit A includes a list of projects that the CONSULTANT may be engaged to perform. In accordance with Article 5 of this Agreement, the CITY, at its sole discretion, may add or remove projects to or from this list, subject to the requirements of §287.055, Florida Statutes.

3.3 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.

3.4 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.

3.5 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Florida, and ethical guidelines established by their profession. If within one year 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.

3.6 CONSULTANT shall schedule regular meetings with the CITY's representatives at least once a month to discuss the progress of any work as more particularly described in Exhibit A, and required in accordance with any Task/Work Authorization issued pursuant to this Agreement.

3.7 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Cooper City, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

3.8 CONSULTANT shall comply with the applicable provisions of the City of Cooper City Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Cooper City Code of Ordinances.

3.9 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

3.10 The CITY shall furnish the CONSULTANT available studies, reports and other data pertinent to the CONSULTANT's services; obtain or authorize the CONSULTANT to obtain or provide additional reports and data as required; furnish to the CONSULTANT services of others required for the performance of the

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CONSULTANT's services hereunder, and the CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing the CONSULTANT's services under this Agreement.

3.11 The CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water and/or wastewater quality and/or quantity, or over the way the CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on the CONSULTANT's opinion based on experience and judgment. The CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the CONSULTANT and the CONSULTANT will not be liable to and/or indemnify the CITY and/or any third party related to any inconsistencies between the CONSULTANT's data projections and estimates and actual costs and/or quantities realized by the CITY and/or any third party in the future.

ARTICLE 4
TERM FOR PERFORMANCE AND TERMINATION

4.1 CONSULTANT shall perform the services identified in Article 2 within the timeframe set forth in each amendment or work order. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

4.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the term of this Agreement shall be five (5) years. The Term of this Agreement may be renewed upon the mutual written agreement of the Parties for one (1), additional five (5) year period.

4.3 **Termination for Convenience.** This Agreement may be terminated by either Party for convenience, upon providing thirty (30) business days of written notice to the non-terminating Party for such termination in which event CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as Work Authorizations/addendums to this Agreement.] 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. 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.

4.4 **Default by CONSULTANT.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT 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) calendar days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 CITY agrees to compensate CONSULTANT for each Task/Work Authorization issued by the CITY from time to time on an as-needed-basis, for a project or assignment. The compensation amount will be a not to

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exceed fee or in accordance with the Engineering's' Labor Rates more particularly described in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required.

5.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed in accordance with this Agreement and any Work Authorization issued hereunder. The invoice shall include, but not be limited to, date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

5.3 CONSULTANT expressly recognizes that CONSULTANT's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONSULTANT and that the Services will be assigned on an as-needed assignment/project basis.

5.4 CITY will make its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

CONSULTANT's Remit Address:

M.C. Harry & Associates, Inc.

Attn: Craig Aquart,, Principal

2780 SW Douglas Road,

Miami, FL 33133

5.5 If any of the required services are rejected for any reason, the CONSULTANT shall be required to perform the services to the satisfaction of the CITY. Additionally, payment may be withheld by the City Manager, for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

5.6 **Truth-In-Negotiation Certificate.** Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

5.7 **Post Contractual Obligations.** In the event that the term of this Agreement expires, and the CITY has already initiated a Work Authorization pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the rates set forth herein, until completion of the assignment(s)/project(s). Notwithstanding the foregoing, these post contractual obligations shall be at the discretion of the CITY should this Agreement be terminated pursuant to Section 3.3, Section 3.4, or Article 14 herein.

ARTICLE 6
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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6.1 CITY or CONSULTANT may from time to time request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in Exhibit A, to be provided under this Agreement subject to the requirements set forth in §287.055, Florida Statutes. Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, 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.

6.2 CONSULTANT shall continue work when seeking a change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

6.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 7
INDEMNIFICATION

7.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, sustained by the CITY, its elected and appointed officials, agents, and employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, subcontractors or employees during the performance of this Agreement.

7.2 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

7.3 CONSULTANT's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. 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. Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8
INSURANCE

8.1 **Insurance Requirements:** The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."

8.1.1 Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is

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otherwise specified after this), the insurance coverages set forth herein.

8.1.2 **Workers Compensation Coverage** to apply for all employees of the contractor, sub-contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include employers' liability with a minimum limit of one hundred thousand dollars ($100,000) each accident.

8.1.3 **Comprehensive General Liability Coverage** with minimum limits of one million dollars ($1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.

8.1.4 **Personal Injury Coverage** with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.

8.1.5 **Business Automobile Liability Coverage** with minimum limits of five hundred thousand dollars ($500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

8.1.6 **Professional Liability/Errors and Omissions Coverage** - Combined single limit each occurrence $1,000,000 general aggregate limit $2,000,000

The City is to be expressly included as an "Additional Insured" in the name of "City of Cooper City" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

Policies must be endorsed to provide for thirty (30) days written notice to the City of cancellation and/or restriction.

8.2 **REQUIRED ENDORSEMENTS**

8.2.1 The City of Cooper City shall be named as an Additional Insured on each of the Liability Policies required herein.
8.2.2 Waiver of all Rights of Subrogation against the CITY.
8.2.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
8.2.4 CONSULTANT's policies shall be Primary & Non-Contributory.
8.2.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
8.2.6 The City of Cooper City shall be named as a Loss Payee on all Property Policies as their interest may appear.

8.3 Any and all insurance required of the CONSULTANT 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 CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement. The CITY reserves the

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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.

8.4 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

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 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 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, 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 11
AGREEMENT SUBJECT TO FUNDING

This 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 the City of Cooper City in the annual budget for

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each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12
UNCONTROLLABLE FORCES

12.1 Neither CITY nor CONSULTANT 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, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 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.

ARTICLE 13
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 claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 15
DEFAULT OF CONTRACT & REMEDIES

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

15.2 **Correction of Work**. If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

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15.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

15.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Utilities Director or individual relative thereto.

15.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

15.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

15.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

14.4.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.

14.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.4.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.

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14.4.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT 's assets, or for CONSULTANT 's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.5 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

15.5.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

15.5.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

15.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

15.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 15
BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with

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all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 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;

18.1.3 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, 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

18.1.4 Upon completion of the Agreement, 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.

18.2 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 in accordance with the terms herein.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Tedra Allen
CITY CLERK
CITY OF COOPER CITY
9090 SW 50th Place
Cooper City, FL 33328
(954) 434-4300
TAllen@coopercity.gov

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ARTICLE 19
SCRUTINIZED COMPANIES

19.1 CONSULTANT, 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:

19.1.1 Any amount if, 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

19.1.2 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:

19.1.2.1 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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EMPLOYMENT ELGIBILITY

20.1 **E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1.1 **Definitions for this Section.**

20.1.1.1 "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.

20.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

20.1.1.3 "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.

20.1.1.4 "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.

20.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective

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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:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

20.2.2 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

20.2.3 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 21
FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the applicable 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 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses:

ARTICLE 22
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, CONSULTANT agrees as follows:

22.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are 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.

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CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices employed, and that employees are treated during employment, to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

22.3 CONSULTANT 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 CONSULTANT's legal duty to furnish information.

22.4 CONSULTANT 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 CONSULTANT'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.

22.5 CONSULTANT 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.

22.6 CONSULTANT 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 his 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.

22.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT 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.

22.8 CONSULTANT will include the provisions of paragraphs (21.1.1) through (21.1.8) 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. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 23
DAVIS-BACON ACT

CONSULTANT 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, CONSULTANT 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, CONSULTANT must be required to pay wages not less than once a week.

ARTICLE 24
COPELAND “ANTI-KICKBACK” ACT

CONSULTANT 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”). CONSULTANT 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 he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

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ARTICLE 25
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) CONSULTANT 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.

25.1 **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 he or she is 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.

25.2 **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (21.4.1) of this section the CONSULTANT 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 (21.4.1) 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 (21.4.1) of this section.

25.3 **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 CONSULTANT 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 (21.4.2) of this section.

25.4 **Subcontracts**. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (21.4.1) through (21.4.4) 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 (21.4.1) through (21.4.4) of this section.

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ARTICLE 26
CLEAN AIR ACT

CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

ARTICLE 27
FEDERAL WATER POLLUTION CONTROL ACT

CONSULTANT 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. CONSULTANT 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.

CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

ARTICLE 28
SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or 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).

28.1 CONSULTANT 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 CONSULTANT 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.

28.2 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.

ARTICLE 29
BYRD ANTI-LOBBYING AMENDMENT

As amended (31 U.S.C. § 1352). CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay

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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.

ARTICLE 30
COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

CONSULTANT 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).

ARTICLE 31
PROCUREMENT OF RECOVERED MATERIALS

The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE 32
REPORTING

Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the CITY, the applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

ARTICLE 33
RIGHTS TO INVENTIONS

CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government 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.

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ARTICLE 34
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 35
DHS SEAL, LOGO, AND FLAGS

CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

ARTICLE 36
COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

ARTICLE 37
FRAUDULENT STATEMENTS

CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

ARTICLE 38
PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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.

38.1 PROHIBITIONS

38.1.1 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.

38.1.2 Unless an exception in paragraph 21.16.3 of this clause applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency 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;

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39.1.3 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;

39.1.4 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

39.1.5 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.

38.2 Exceptions.

38.2.1 This clause does not prohibit CONSULTANT 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.

38.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

38.3 Reporting Requirement.

38.3.1 In the event CONSULTANT 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 in paragraph 38.3.2 of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

38.3.2 The CONSULTANT shall report the following information pursuant to paragraph 38.3.1 of this clause: (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 in paragraph of this clause: 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. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

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ARTICLE 39
DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the CONSULTANT 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.

ARTICLE 40
AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, CONSULTANT 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.

ARTICLE 41
LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

If applicable, the CONSULTANT 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, CONSULTANT 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, CONSULTANT will deliver to the CONSULTANT 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 CONSULTANT.

ARTICLE 42
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.

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ARTICLE 43
LEGAL REPRESENTATION

It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation 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.

ARTICLE 44
RECORDS

CONSULTANT shall keep such records and accounts and require any and all subcontractors 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, Florida Statutes.

ARTICLE 45
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.

ARTICLE 46
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.

ARTICLE 47
NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by email or 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,

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Contractor and City designate the following as the respective places for giving of notice:

CITY:

a) to the Project Manager
Akin Ozaydin
City of Cooper City, Utilities Department
9090 S.W. 50th Place
Cooper City, Florida, 33328-4227
Telephone No. (954) 434-4300 X 111
Email: AOzaydin@CooperCity.gov

and,

b) to the Contract Manager
Tyrone White
City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Email: Purchasing@CooperCity.gov

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
Email: JHorowitz@gorencherof.com

CONTRACTOR:

M.C. Harry & Associates Inc.
Attn: Craig Aquart
2780 SW Douglas Road,
Miami, FL 33133
Telephone No. (305) 445-3765
Email: caquart@mcharry.com

ARTICLE 48
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.

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ARTICLE 49
HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 50
APPENDIXES

Each appendix referred to in this Agreement forms an essential part of this Agreement. The appendixes if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

ARTICLE 51
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.

ARTICLE 52
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.

ARTICLE 53
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 54
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.

ARTICLE 55
PROTECTION OF CITY PROPERTY

At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

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ARTICLE 56
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.

ARTICLE 57
COMPLIANCE WITH STATUTES

It shall be the CONSULTANT'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.

ARTICLE 58
COMPLIANCE WITH JESSICA LUNSFORD ACT

CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

ARTICLE 59
NO THIRD PARTY BENEFICIARIES

The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

ARTICLE 60
E-VERIFY

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:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
ii. 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
iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment

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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.

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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:

DocuSigned by:
Tedra Allen
6A9930738A34441...
TEDRA ALLEN, CITY CLERK

By: Signed by:
Jennifer McMahon
6DFC7E7A5BE6419...
JENNIFER MCMAHON, ACTING CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEED5417...
OFFICE OF THE CITY ATTORNEY

CONTSULTANT:

WITNESSED BY:

Signature

Lourdes Solera
Print Name

MC Harry and Associates, Inc., a Florida Corporation

By: _____

Name: Craig Aquart

Title: Principal

STATE OF Florida
COUNTY OF Miami-Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Craig Aquart as Principal of **MC Harry and Associates, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **MC Harry and Associates, Inc.** 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 4 day of June, **2025**.

Elena Costa
NOTARY PUBLIC

ELENA MARIA COSTA
Notary Public - State of Florida
Commission # HH 087700
My Comm. Expires May 24, 2025
Bonded through National Notary Assn.

Elena Costa
(Name of Notary Typed, Printed or Stamped)

Docusign Envelope ID: 18DB0786-3D47-49F9-B8A9-76DC8632CFB1

Appendix A – Scope of Services

"Architecture" means the rendering or offering to render services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning, providing preliminary study designs, drawings and specifications, job-site inspection, and administration of construction contracts. Florida State Statute 481.203(6).Provide complete construction drawings and specifications for buildings, additions, renovations, and related projects

a. Provide complete construction drawings and specifications for buildings, building additions, renovations, and other Projects.
b. Provide comprehensive professional architectural services for the Project and other Disciplines if Project requires and shall include, mechanical, electrical, fire protection, telecommunications, interior design, landscape, irrigation, civil, structural, United States Green Building Council Leadership in Energy and Environmental Design (LEED) among others to complete the Project identified.
c. Prepare preliminary conceptual design to develop construction documents and specifications. Progress reviews shall be required at the 30%, 60%, 90% and 100% design stage for review and approval by City/CRA staff.
d. Provide inspections and plan reviews.
e. Cost estimates for work must be provided.
f. Select, retain and supervise LEED consultant (if applicable) during the design phase to assure silver certification, to include but not be limited to preparation and submittal of applications, registration, development of LEED specification book, record keeping, moderation and coordination meetings, tracking credits, LEED commissioning, energy modeling and coordination of appeals for denied credits if necessary.
g. Prepare and submit signed and sealed construction drawings to the City of Hallandale Beach Building Division and all other applicable agencies for review and make any revisions required for the issuance of a building permit.
h. Upon the completion of the 90% submittal, the Consultant shall provide a detailed final cost estimate.
i. Bid services to include review of and creation of Bid package, addressing Request for Information (RFI), and assisting with addenda as necessary.
j. Drawings shall be delivered in AutoCAD's latest version and a reproducible hard copy and/or diskette or USB drive in requested format will be provided to the City and the specifications must be delivered in Microsoft word format and Portable Document Format (PDF).
k. Preliminary cost estimate.
l. Provide construction administration if requested by City/CRA.
m. Provide drawings and specifications for additions, and/or renovations.
n. Attend meetings with City/CRA staff and presentations to City Commission/Board of Directors.
o. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City.
p. Grant assistants and writing.
q. Provide 3-D renderings of projects in hard and electronic copy and in format useable to the City for the creation of its 3-D database.

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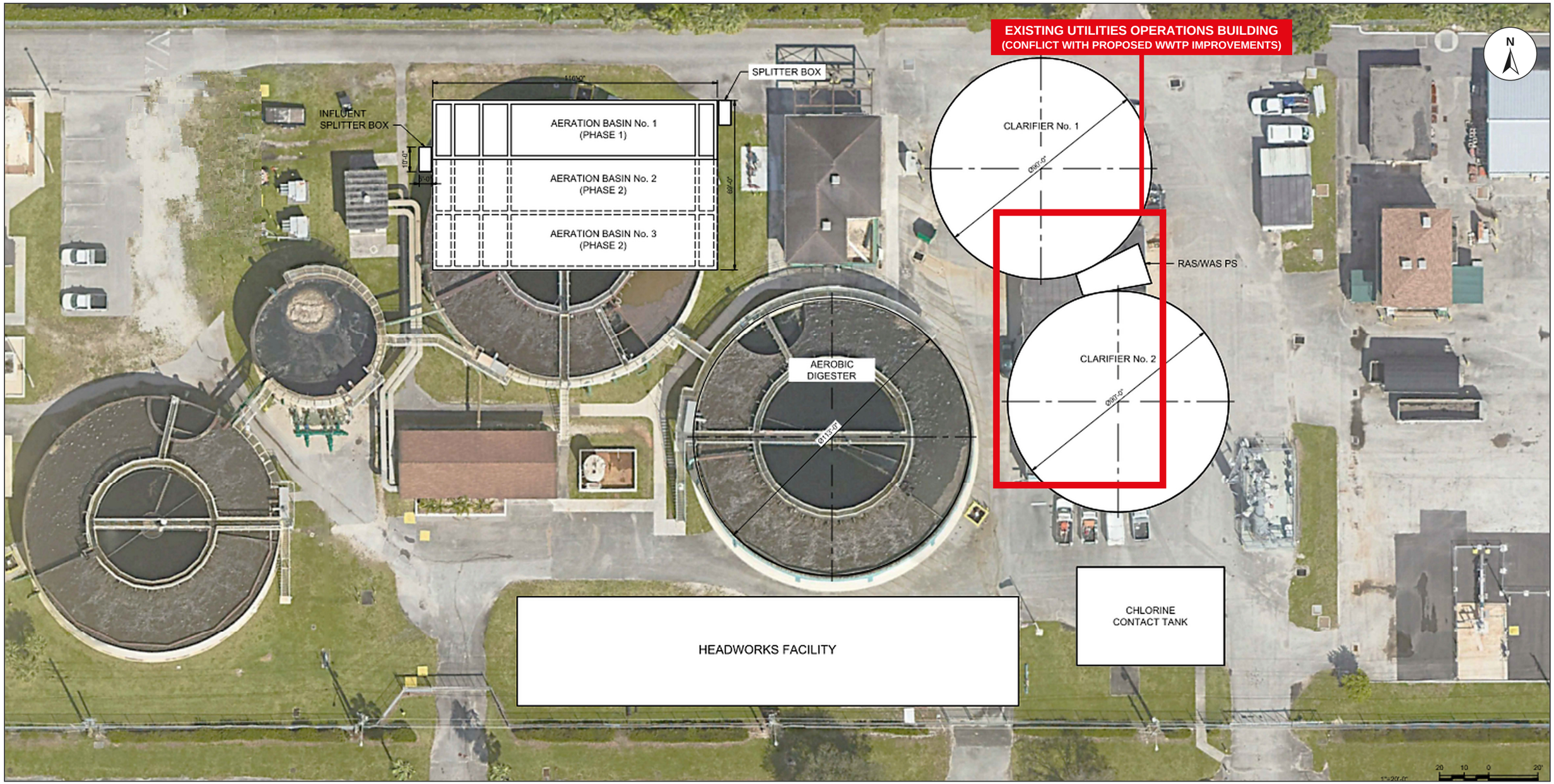
Appendix B – Labor Rates

Personnel	Labor (Rate/hr)	Multiplier 3.0
Principal	$96	$288
Senior Project Manager	$61	$183
Snr. Project Designer	$58	$175
Snr. Architect	$57	$172
Architect	$49	$147
Project Manager	$48	$144
Assistant Project Manager	$42	$127
Designer /Project Coordinator	$38	$115
Professional Engineer	$58	$175
Senior Engineer	$49	$147
Staff Engineer	$48	$144
Architectural Staff / Spec Writer	$39	$118
Snr CADD / Technician	$36	$108
CADD / Technician	$32	$95
Clerical / Administrative	$30	$89
Senior Field Representative	$49	$128
Assistant Field Representative	$38	$100
Inspector	$41	$108
Clerical / Administrative	$30	$78

EXHIBIT A – PROPOSED WASTEWATER TREATMENT PLANT IMPROVEMENTS

Cooper City Wastewater Treatment Plant | 11791 SW 49th Street, Cooper City, FL 33330

CITY OF COOPER CITY



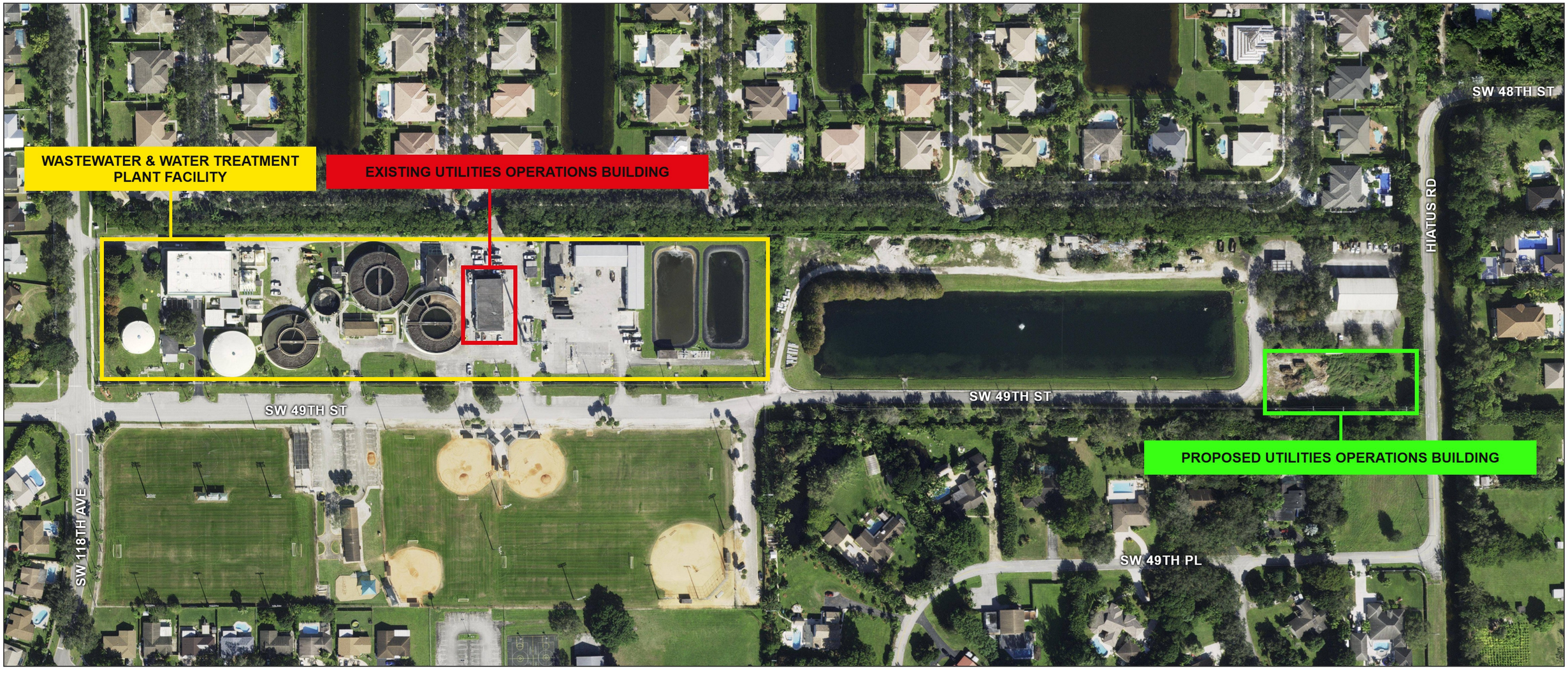
LEGEND Existing Utilities Operations Building – Conflict with Proposed WWTP Improvements

Initial site plan layout prepared by Hazen and Sawyer (Proposed Standalone Wastewater Treatment Plan, Exhibit 1, January 2024).
Site plan layout updated based on the proposed current location of the Headworks Facility. Aerial imagery for illustrative purposes only.

EXHIBIT B – PROJECT LOCATION MAP

Proposed Utilities Operations Building | 11221 SW 49th Street, Cooper City, FL 33330

CITY OF COOPER CITY



LEGEND

- Existing Utilities Operations Building
- Proposed Utilities Operations Building
- Wastewater Treatment & Water Treatment Plant Facility

Aerial imagery: Esri World Imagery (Esri, Maxar, Earthstar Geographics). For illustrative purposes only; not to scale.

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CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Utilities

DATE: October 27, 2026

SUBJECT: Motion to approve Task Order No. 2026-07 with Hazen and Sawyer under Contract RFQ2024-1-PW for professional engineering services to prepare a Basis of Design Report for the proposed Wastewater Treatment Plant, in an amount not to exceed $485,100.00.

SUBMITTED BY: Signed by: Akin Ozaydin 88E88ECC7EF74DB... October 15, 2026

CITY MANAGER RECOMMENDATION:
The City Manager recommends that the City Commission approve Task Order No. 2026-07 under RFQ2024-1-PW with Hazen and Sawyer for professional engineering services to prepare a Basis of Design Report (BODR) for the proposed Wastewater Treatment Plant in an amount not to exceed $485,100.00.

BACKGROUND OF ITEM:
The Cooper City Water and Wastewater Master Plan Update identified replacing the three existing package treatment plants with a new standalone wastewater treatment facility as a critical capital improvement to address aging infrastructure and meet long-term treatment needs.

The construction cost for this project is estimated to be between $60 and $70 million. Therefore, it is sound to invest in evaluating the best way to implement the replacement of these package plants.

ANALYSIS:
Hazen and Sawyer submitted Task Order No. 2026-07 under the City's Continuing Professional Consulting Services Contract (RFQ2024-1-PW) to prepare a Basis of Design Report (BODR) that establishes the design criteria and technical basis for the proposed facility.

Major engineering services include:

- Project management, coordination, data collection, and review of existing wastewater treatment plant information.

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- Analysis of historical wastewater flows and loadings and establishment of initial and final design criteria.
- Evaluation and screening of wastewater treatment technologies, including process modeling, site visits, and selection of the preferred treatment process.
- Development of conceptual process flow diagrams, facility layouts, preliminary process sizing, reliability criteria, redundancy requirements, and firm capacities.
- Preparation of a preliminary hydraulic profile that identifies process elevations, hydraulic grade lines, pumping requirements, and head-loss assumptions.
- Development of design criteria for mechanical, civil, electrical, instrumentation and control, site, stormwater, and ancillary systems.
- Evaluation of the wastewater laboratory's functional requirements, conceptual space requirements, major utility requirements, approximate footprint, and proposed location.
- Coordination with the engineering firm responsible for the Water and Wastewater Treatment Plant Electrical System Improvements Project to identify electrical load requirements and project interfaces.
- Development of a phased implementation plan addressing initial construction, ultimate buildout, future expansion, resiliency, and maintenance of plant operations during construction.
- Development of onsite biosolids storage, loading, and hauling requirements to support transportation.
- Identification of applicable permits and preparation of a permitting matrix that lists the responsible agencies, anticipated approvals, project phases, and required supporting information.
- Preparation of a probable construction cost estimate suitable for project budgeting and funding applications.
- Preparation of the draft and final BODR, including conceptual drawings, an implementation schedule, approved design criteria, regulatory requirements, and recommendations.
- Evaluation of available project delivery methods, including design-bid-build, lump-sum design-build, progressive design-build, and Construction Manager at Risk.

FISCAL IMPACT:

The proposed Task Order totals $485,100.00, comprising $465,100.00 for lump-sum professional engineering services and $20,000.00 for miscellaneous engineering and planning assistance billed on an hourly, not-to-exceed basis. Services under the miscellaneous engineering and planning assistance task must be authorized by the city before work begins.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
453-931-600000-003-NWWTF	$490,000.00	$485,000.00	$5,000.00

ATTACHMENTS:

1. Task Order No. 2026-07 - Wastewater Treatment Plant Basis of Design Report Scope of Services
2. Task Order No. 2026-07 - Fee Estimate

Docusign Envelope ID: 05CC34BB-0205-8CB9-828E-DC36BC73FF00

3. RFQ2024-1-PW - Executed Contract - Hazen and Sawyer - Water, Wastewater, and Stormwater Engineering

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	ATTORNEY'S OFFICE: Forward to City M…	10/15/26 03:33 PM
Rey, Alex	Assigned to City Manager	COMPLETE: Forward to City Clerk	10/15/26 03:34 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	10/16/26 03:46 PM
Allen, Tedra	END WORKFLOW - APPROVED		10/16/26 04:31 PM

Hazen and Sawyer
4000 Hollywood Blvd, Suite 750N
Hollywood, Florida 33021 • 954-987-0066

EXHIBIT A
CITY OF COOPER CITY
COOPER CITY WWTP BASIS OF DESIGN REPORT
TASK ORDER NO. 2026-07
SCOPE OF SERVICES
OCTOBER 6, 2026

PROJECT BACKGROUND

In accordance with Resolution No. 25-26 (Administration) and RFQ No. 2024-1-PW, Continuing Professional Consulting Services – Water, Wastewater, and Stormwater, the following scope of services is provided by Hazen and Sawyer (CONSULTANT) at the request of the City of Cooper City (CITY).

The 2024 Cooper City Water and Wastewater Master Plan Update identified replacement of the existing package treatment plants at the CITY's wastewater treatment plant (WWTP) with a standalone activated sludge facility as a critical capital improvement project to address aging infrastructure. To support this effort, the CITY has requested that the CONSULTANT provide professional engineering services to prepare a Basis of Design Report (BODR) for the new WWTP.

The purpose of the BODR is to establish the design criteria and technical basis for the future design and construction of the new WWTP. The CITY is currently evaluating different delivery options (e.g., Design-Bid-Build, lump-sum Design-Build, Progressive Design-Build, and Construction Manager at Risk) for the project. The BODR will evaluate wastewater treatment technology alternatives, select the most effective technology for the new WWTP, develop the conceptual layout and sizing for up to two alternatives, address waste-activated sludge treatment and handling, and identify permitting requirements. The BODR will include design criteria and the technical basis for each unit process for the initial facility, along with an engineer's opinion of probable construction cost (OPCC) for the initial phase, expressed in present-day dollars. Consistent with the recommendations of the 2024 Cooper City Water and Wastewater Master Plan (hereafter referred to as the Master Plan), the WWTP is assumed to be designed for a three-month average daily flow (TMADF) of 4.27 mgd. The ultimate buildout capacity will be proposed by the CONSULTANT and agreed upon by the CITY. The BODR will provide sufficient detail to support the development of a future design criteria package, if needed, and will identify the additional design efforts required.

The proposed WWTP is being planned as a fully functional treatment plant. As such, the BODR will include the following facilities:

- Influent equalization facilities (including consideration of reusing the existing surge tank)
- Biological treatment facility
- Blower facility
- Secondary clarification (if applicable)
- RAS and WAS pumping stations
- Disinfection and chemical storage facility
- Aerobic digestion, including consideration of repurposing existing Package Plant No. 3
- Relocation of the maintenance building (the scope does not include building design. The building footprint requirements are anticipated to be provided by the CITY)

- Relocation of the wastewater laboratory currently located inside the existing maintenance building. For this laboratory, the CONSULTANT will identify the functional requirements, conceptual space requirements, major utility requirements, required footprint, and proposed site location.
- Dewatering building
- Site/civil improvements, including roadways, ingress/egress, and stormwater facilities
- Major yard piping (pipes 8 inches and above) and plant drain pump station (piping to the property line within the site, but not offsite)
- Site development for initial phase and ultimate capacity expansion(s)
- Ancillary systems (potable water, non-potable water)

SCOPE OF SERVICES

The CONSULTANT will complete the following subtasks:

Task 1 – Project Initiation, Management, and Data Collection

Task 1.1 – Project Coordination

The CONSULTANT will provide the following services for the duration of the project:

- Project Coordination: Coordinate with the CITY via meetings (both in person and via Microsoft Teams), emails, and phone conversations to respond to questions, provide regular project updates, and discuss planning activities and other project requirements.
- Schedule Coordination: Prepare a Microsoft Project schedule incorporating the major tasks. The schedule will identify key deliverables and milestones throughout the project.
- Manage Budget: Manage the budget and prepare monthly invoices.
- Progress Meetings: Up to eight progress meetings will be held over the course of the project to discuss project status, current action items, the schedule, and progress to date; identify potential roadblocks; review action items; and determine the path forward. Progress meetings will be held virtually via Microsoft Teams.

Deliverables:
- Project Schedule with Deliverables at Each Milestone
- Monthly Invoices and Progress Reports

Task 1.2 – Project Kickoff Meeting

A project kickoff meeting will be scheduled within two weeks after authorization to proceed is received. This meeting will establish lines of communication, set schedules and milestones, define the roles and responsibilities of project team members, and outline data-collection needs and other preliminary matters. This meeting will also provide the CITY with an opportunity to express its vision for the new

WWTP. The CONSULTANT will develop the agenda and meeting minutes for the kickoff meeting and distribute them to the CITY.

Deliverables:

- Kickoff Meeting Agenda, Presentation, and Meeting Minutes
- List of meetings and workshops, including their objectives, anticipated attendees, required decisions, and formats (in person or online)

Task 1.3 – Data Collection and Review

The CONSULTANT will coordinate with the CITY to gather, review, and discuss existing data and records that will serve as the basis for the design analysis, including historical plant operating data, as-built drawings for the WWTP, available geotechnical reports and/or site surveys, and CITY standards, guidelines, and technical specifications applicable to the project. The CONSULTANT will summarize the information provided by and requested from the CITY. The CONSULTANT will include a summary of the surveys, as-built drawings, geotechnical information, utility records, operating data, and other information relied upon in the design. Furthermore, the CONSULTANT will identify significant limitations, assumptions, and additional investigations required before subsequent design.

Deliverables:

- Data request and review

Task 2 – Flow and Load Analysis

This task includes analyzing historical flows and loadings, developing peaking factors, establishing design wastewater characteristics, and recommending an ultimate buildout capacity for the new WWTP. The results will provide the foundation for planning and designing the new WWTP.

According to the 2024 Master Plan, the CITY's WWTP is not projected to reach its rated three-month average daily flow (TMADF) capacity of 4.27 MGD until after 2050. Accordingly, the BODR will assume that the new WWTP will fully replace the existing package plants and will initially be designed for the current rated TMADF capacity of 4.27 MGD.

The CONSULTANT will verify the design flows and loadings established in the 2024 Master Plan using historical operating permit compliance records, influent and effluent monitoring reports, operational data, and wastewater sampling results. The analysis will utilize the most recent five years of available data to confirm or refine design influent concentrations, loadings, and flow and load peaking factors. The CITY will provide available influent wastewater data, including flow, temperature, pH, COD, BOD, TKN, NH_3-N, TP, alkalinity, and TSS.

Upon completion of the analysis, the CONSULTANT will conduct a workshop with CITY staff to review the findings and establish the design basis for the new facility, including planning horizons, initial and ultimate capacities, design flows and loadings, effluent requirements, equalization requirements, and expansion or phasing triggers.

Deliverables:

- Workshop agenda, presentation, and meeting minutes

Task 3 – Regulatory Review and Alternative Selection

The alternatives analysis evaluates the feasibility of treatment technologies beyond the conventional activated sludge process considered in the 2024 Master Plan. The objective is to identify the most suitable solution for the CITY's requirements rather than to limit the evaluation to a conventional facility configuration.

The CONSULTANT will update the regulatory review performed in the 2024 Master Plan, evaluate alternative secondary treatment technologies, and identify up to two preferred processes for the new Cooper City WWTP. Candidate technologies may include MLE, MBR, AGS, and other applicable alternatives. The evaluation will include technology screening, process modeling, and alternatives analysis. Up to two technologies will be carried forward for detailed evaluation. Major treatment processes and unit process technology alternatives will be identified under this task. Detailed design criteria will be developed in Task 4 based on the technology selected in Task 3.

The CONSULTANT assumes that the CITY will continue to dewater biosolids onsite to produce a transportable cake and will haul the cake to either the proposed Broward County Regional Biosolids Facility or a private receiving facility for treatment and disposal. The CONSULTANT will design the onsite storage, loading, and hauling facilities to accommodate either option. Should the CITY desire an evaluation of participation in the Broward County Regional Biosolids Facility program, that evaluation will be completed under a separate task order.

Task 3.1 – Technology Screening and Site Visits

The CONSULTANT will conduct a workshop with the CITY to review available secondary treatment technologies and identify those most applicable to the project. The evaluation will consider treatment performance, operational complexity, footprint, reliability, equipment availability, materials of construction, redundancy requirements, and compatibility with the project objectives. Major facilities to be considered include, but are not limited to, the biological treatment system, blower facilities, secondary clarification, disinfection and chemical storage systems, and aerobic digesters.

Following the workshop, the CITY will select up to two treatment technologies for further evaluation. The CONSULTANT and the CITY will conduct up to two site visits to facilities using the shortlisted technologies to observe operations, maintenance requirements, and overall facility performance. Key observations and lessons learned will be documented in summary memoranda.

Deliverables:

- Up to two (2) technology site visit summaries
- Up to two (2) workshop agendas, presentations, and meeting minutes

Task 3.2 – Process Modeling

The CONSULTANT will develop and calibrate a process model of the existing WWTP using historical operating data to establish site-specific kinetic and operating parameters. These parameters will then be used to develop process models for up to two treatment technologies selected under Task 3.1.

The process models will be used to evaluate treatment performance, establish preliminary process-sizing requirements, and develop initial mass balances and sludge-production estimates to support downstream solids-handling evaluations. Modeling assumptions, methodology, and findings will be documented and presented to the CITY during the alternatives-evaluation workshop described in Task 3.3. Modeling results will be documented in the BODR developed under Task 5.3.

Task 3.3 – Treatment Process Alternatives Analysis and Selection

The purpose of this task is to identify the preferred secondary treatment technology for the new WWTP. For each shortlisted alternative, the CONSULTANT will define redundancy and reliability criteria for each unit process and develop preliminary process flow diagrams, conceptual layouts, and planning-level sizing information based on the process modeling results. Firm and total capacities of unit processes will be identified.

The evaluation will focus on treatment performance, reliability, operational considerations, site footprint, expandability, and integration with the ongoing headworks improvements. The CONSULTANT will also evaluate major physical, hydraulic, electrical, control, and operational interfaces between the headworks facilities and the proposed treatment processes. Planning-level capital and long-term O&M costs will be developed solely to compare the alternatives and support decision-making.

The results of the evaluation will be presented to the CITY during a technology selection workshop. It is anticipated that the CITY will select the preferred treatment technology during this workshop. Following the workshop, the CONSULTANT will facilitate a follow-up meeting to confirm decisions, address remaining issues, and document the selected treatment processes, equipment, and design approach for incorporation into the BODR.

Deliverables:

- Up to two (2) Secondary Processes Workshop agendas, presentations, and meeting minutes
- Final Decision Workshop agenda, presentation, and meeting minutes

Task 4 – Design Criteria and Planning Basis Development

This task includes sizing unit processes and developing the design criteria and planning basis for the selected treatment technologies and facilities. This critical task will establish the technical, operational, and design information required for the detailed design of the proposed facility and for preparation of the Basis of Design Report (BODR), including process and technical design criteria, facility layout, phasing, infrastructure requirements, and implementation considerations. This task is organized into the following subtasks.

Task 4.1 – Limited Condition Assessment of Major Assets to Be Retained

The CONSULTANT will perform a limited condition assessment of facilities that may be considered for reuse, including the surge tank, Package Plant No. 3, and the dewatering building. The assessment will be limited to visual observations and will not include invasive investigations, materials testing, or nondestructive structural evaluations. Up to two CONSULTANT staff members will conduct a one-day site visit to perform the assessment. The CONSULTANT will document the BODR planning recommendations and limitations for each major facility considered for reuse. The CONSULTANT will clarify whether the existing dewatering building is anticipated to be reused, rehabilitated, expanded, or replaced and will identify any additional investigations required before subsequent design.

The condition of the administration buildings, laboratory, maintenance building, blower building, and electrical infrastructure will not be evaluated under this task. Consistent with the recommendations of the 2024 Master Plan, this BODR assumes that a new blower building will be constructed regardless of the alternative ultimately selected.

The findings will be documented in the Basis of Design Report (BODR), including recommendations regarding the suitability of the assets for reuse and any additional testing or evaluation required to confirm their condition. The CONSULTANT assumes that the firm selected to perform detailed design will conduct any additional tests identified by the CONSULTANT before any existing assets are retained for the new WWTP design.

Task 4.2 – Preliminary Hydraulic Evaluation

The CONSULTANT will develop a preliminary hydraulic profile for annual average daily flow (AADF) and peak hourly flow (PHF) conditions. The profile will identify the design-flow conditions evaluated, major process elevations, the preliminary hydraulic grade line, pumping requirements, head-loss assumptions, available record boundary elevations, and elevations requiring verification during subsequent design.

Task 4.3 – Design Criteria Development

The CONSULTANT will establish the design basis for the new WWTP by developing detailed design criteria, defining facility planning assumptions, and documenting the requirements for the selected treatment technologies and support systems. The design criteria will cover mechanical, civil, electrical, and instrumentation and control (I&C) disciplines. Design criteria will be developed for the liquid and solids treatment processes, including:

- Process Basins
- Secondary Clarifiers (if applicable)
- RAS/WAS Facilities
- Blower Facility
- Disinfection Facility
- Chemical Storage and Feed Facilities
- Transfer and Effluent Disposal Pumping
- Aerobic Digesters and Dewatering Facilities
- Off-spec Water Storage

The design criteria development will consider the elements below:

- Reliability, redundancy, and firm-capacity requirements
- Future expansion, phasing, and maintenance of plant operations (MOPO) considerations
- Effluent limitations and regulatory requirements, including anticipated future regulations (e.g., PFAS)
- Process equipment selection, sizing, and major equipment requirements
- Electrical, instrumentation, control, and standby power requirements
- Utility-service capacity and major load requirements
- Materials of construction
- Site layout, facility footprint, and stormwater management concepts
- Preliminary control strategies and functional operating requirements

In addition, the CONSULTANT will identify key design considerations related to fire protection, emergency access, site security, chemical storage and containment, HVAC, plumbing, noise mitigation, site buffering, plant drainage, utility conflicts, demolition and abandonment of existing facilities, and temporary facilities required to maintain operations during construction. Furthermore, the CONSULTANT will establish the wastewater laboratory's functional requirements, conceptual space requirements, major utility requirements, and approximate footprint for incorporation into the BODR and site layout. These criteria and assumptions will form the basis for the BODR under Task 5. Detailed architectural design of the wastewater laboratory is not included.

Design criteria for odor control will not be developed under this task, as selection of the appropriate odor control technology should be based on field sampling and characterization of odor-generating sources. However, the CONSULTANT will identify potentially applicable odor control technologies and outline the additional investigations, sampling requirements, and analyses needed to support the development of odor control design criteria.

The CONSULTANT will also evaluate major physical, hydraulic, electrical, control, and operational interfaces among the headworks facilities, the new WWTP, existing facilities, and off-site systems. The CONSULTANT will coordinate with the Engineering Design Firm currently responsible for the WTP and WWTP Electrical System Improvements Project to provide the required information, including the electrical load requirements associated with the new WWTP facilities.

Task 4.4 – Phased Implementation Plan, Vulnerability Assessment, and Maintenance of Plant Operations (MOPO)

The purpose of this subtask is to develop a phased implementation strategy for the WWTP that addresses both initial treatment needs and future expansion requirements. The CONSULTANT will meet with the CITY to confirm project boundary conditions, including reliability and redundancy requirements (defined earlier), future regulatory considerations, resiliency objectives, operational flexibility, and long-term planning goals. Preliminary maintenance of plant operations (MOPO) strategies will also be evaluated to support continued plant operations during construction of the initial phase.

The CONSULTANT will evaluate up to two conceptual site-development alternatives and recommend a phased implementation strategy for the liquid stream, solids stream, and support facilities. Planning

schematics and conceptual site layouts will be developed for both the initial phase and ultimate buildout, considering future expansion, growth projections, constructability, and operational requirements. The solids-stream evaluation will be based on the CITY's biosolids management approach and will identify facilities and infrastructure necessary to support future regulatory and operational needs. The biosolids assessment will also address polymer storage and feed systems, return flows to the headworks, cake storage and hauling requirements, truck circulation, and loading facilities.

The CONSULTANT will also perform a high-level vulnerability assessment to evaluate the potential impacts of climate change, sea-level rise, and coastal flooding through 2080. The assessment will be used to develop preliminary recommendations for finished floor elevations and site grading criteria to be included in the BODR.

The findings and recommendations will be presented to the CITY in a workshop to review implementation strategies, phasing recommendations, resiliency considerations, and conceptual site layouts. Following the workshop, the CONSULTANT will prepare meeting minutes documenting decisions and the agreed-upon direction for subsequent project phases.

Deliverables:

- Liquid Stream Scenario Plan Schematic
- Solids Stream Scenario Plan Schematic
- Conceptual site plan layout, for presentation purposes, showing the sizes and layouts of liquid- and solids-stream structures and single-line major piping for the initial and ultimate buildout conditions

Task 4.5 – Workshops, Technical Progress Meetings, and Project Review Meetings

In addition to the meetings identified under specific subtasks, meetings will be conducted with CITY engineering, operations, and maintenance staff to review and discuss project-related topics as needed to support development of the BODR. All meetings under this subtask will be held virtually via Microsoft Teams. The CONSULTANT will prepare meeting agendas, facilitate discussions, and provide meeting minutes, including action items, for each meeting.

These meetings and workshops may address a range of technical and design considerations, including, but not limited to, the civil/stormwater approach, structural and architectural preferences, electrical systems and power supply, and instrumentation and control systems. Additional topics may be included as the project progresses and priorities are refined.

Up to three (3) meetings and/or workshops are anticipated under this subtask.

Deliverables:

- Workshop agendas, presentations, and meeting minutes

Task 5 – Basis of Design Report, Permitting Requirements, and OPCC

This task includes preliminary permitting coordination, development of a planning-level OPCC, and preparation of the Basis of Design Report (BODR), which will document and consolidate the evaluations, design criteria, assumptions, recommendations, and key decisions developed under all preceding tasks.

Task 5.1 – Permitting Coordination

The CONSULTANT will provide preliminary assistance by reviewing the CITY's existing permits, including CITY zoning and planning approvals and CITY building- and site-related permits administered through CITY Development Services; identifying additional required permits; coordinating up to one (1) Microsoft Teams meeting with a permitting agency; and documenting the results in the BODR.

The CONSULTANT will include a permitting matrix identifying each anticipated agency, permit or approval, applicability determination, anticipated project phase, and major item of supporting information required.

The following permits are anticipated for this project:

- Florida Department of Environmental Protection (FDEP) Wastewater Treatment Plant Modification Individual Construction Permit
- Broward County Permit to Construct or Modify a Wastewater Treatment or Reclamation Facility
- City of Cooper City Building Department Permit
- FDEP Environmental Resource Permit (ERP)
- Central Broward Water Control District Stormwater Management Permit

The CONSULTANT will clarify the anticipated applicability and jurisdiction of the FDEP ERP and Central Broward Water Control District approvals.

Task 5.2 – Opinion of Probable Construction Cost (OPCC)

The CONSULTANT will develop a Class 4 OPCC in accordance with the Association for the Advancement of Cost Engineering (AACE International) guidelines. The OPCC will include a detailed breakdown of costs by major project component and will identify the estimate base date, escalation assumptions, contingencies, major allowances, assumptions, and exclusions, as appropriate for the level of project development. The OPCC will be prepared in a format suitable for grant, loan, and funding applications and will include sufficient detail and supporting documentation to facilitate funding-eligibility evaluations, budgeting, and preparation of funding requests.

Deliverables:

- Draft OPCC
- Final OPCC

Task 5.3 – Basis of Design Report (BODR)

The CONSULTANT will prepare a draft BODR documenting the evaluations, design decisions, criteria, assumptions, and recommendations developed in the preceding tasks. The BODR will establish the basis for future design and is anticipated to include the following:

- Initial and ultimate design flows and loadings
- Effluent requirements and applicable regulatory criteria
- Design criteria for liquid- and solids-stream unit processes, including:
    - Process Basins
    - Secondary Clarifiers (if applicable)
    - RAS/WAS Facilities
    - Blower Facility
    - Disinfection Facility
    - Chemical Storage and Feed Facilities
    - Transfer and Effluent Disposal Pumping
    - Aerobic Digesters and Dewatering Facilities
    - Off-spec Water Storage
- Selected treatment, disinfection, and solids-management processes
- Future expansion, phasing, and maintenance of plant operations considerations
- Major mechanical, electrical, and instrumentation equipment
- Equipment sizing and materials of construction
- Electrical-service capacity, major loads, standby power, and redundancy requirements
- Preliminary instrumentation, control, and functional requirements
- Design considerations related to the wastewater laboratory, including required footprint, proposed location, and functional requirements. Architectural requirements and design are not included
- Design considerations related to fire protection, emergency access, site security, chemical storage, delivery and containment, HVAC, plumbing, noise mitigation, site buffering, plant drainage, utility conflicts, demolition and abandonment, and temporary facilities required during construction
- Site development, stormwater, facility layout, and footprint concepts
- CITY, county, state, and federal permitting requirements
- Current and anticipated future regulatory requirements, including PFAS considerations
- Discipline-specific basis-of-design narratives
- Staffing considerations
- Final Class 4 OPCC following the CITY’s review
- Preliminary project implementation schedule
- Preliminary drawings
- Preliminary list of anticipated design drawings and technical specifications

The final BODR will consolidate the approved design criteria, flows and loadings, modeling results, mass balances, process flow diagrams, unit-process sizing, redundancy and firm capacities, hydraulic profile, initial and ultimate layouts, major equipment requirements, project interfaces, preliminary phasing and MOPO, permitting matrix, OPCC, and implementation schedule. The BODR will include a concluding

design-handoff section identifying the approved decisions and criteria available for traditional design, the BODR information suitable for incorporation into a future Design Criteria Package, and the remaining investigations or services required for either delivery path. Preparation of the Design Criteria Package is not included in this scope of services.

The CONSULTANT will perform an internal quality assurance and quality control review before each submittal. Following the CITY's review of the draft BODR, the CONSULTANT will facilitate one review meeting, prepare responses to comments, incorporate revisions as appropriate, and issue the final BODR. Electronic PDF copies, including half-size drawings, will be provided for the draft and final submittals. Upon the CITY's request, the CONSULTANT will also provide native editable versions of files developed under this task, including the OPCC, design-criteria tables, equipment lists, schedules, CAD/GIS files, and nonproprietary modeling inputs and outputs. Proprietary internal tools are excluded.

Deliverables:

- Draft BODR
- Draft BODR Review Meeting agenda, presentation, and meeting minutes
- Final BODR

Task 6 – Alternative Delivery Procurement Evaluation

The CONSULTANT will lead a workshop with the CITY to:

- Define the project objectives and priorities
- Evaluate the available procurement and project delivery methods for the design and construction of the new WWTP, including design-bid-build, lump-sum design-build, progressive design-build, and the Construction Manager at Risk (CMAR) framework; document the advantages, disadvantages, risks, and applicability of each method; and recommend the approach that best aligns with the CITY's objectives
- Discuss, validate, and document the CITY's consensus on the project delivery method that best suits the CITY's project goals and objectives.

Decisions made during this workshop will be documented in meeting minutes and provided to the CITY. Deliverables (issued electronically in PDF format):

- Project Delivery Workshop Presentation, Agenda, and Meeting Minutes

Task 7 – Miscellaneous Engineering and Planning Assistance (As-Needed Basis)

This task provides for additional engineering services that may be required to address unforeseen conditions or provide other assistance requested by the CITY. Services provided under this task shall be billed on an hourly basis, up to the amount specified and authorized by the CITY, subject to the limits set forth in this Agreement. Services performed under this task must be initiated by email authorization issued by the CITY.

ASSUMPTIONS

This scope of services is based on the following assumptions:

1. The review meeting with CITY staff shall be held within two weeks of submittal of the draft BODR.
2. All data compilation will be from existing CITY and CONSULTANT sources. Topographic surveying, geotechnical borings, and subsurface utility exploration are not included as part of this task order. It is assumed that the CITY will respond to the data request within two weeks of submittal.
3. The BODR does not include a detailed analysis of the future administrative or maintenance buildings or a determination of the required area or distribution of these buildings. It is assumed that the CITY will determine the required spaces and square footage of these buildings and will notify the CONSULTANT for inclusion in the BODR.
4. The new WWTP will entirely replace the existing package-plant-based facility. The new WWTP will be designed for the current rated capacity of 4.27 MGD TMADF.
5. Responses to inquiries shall be based on the best available information provided to the CONSULTANT at the time of review.
6. Supplemental sampling of the existing WWTP is not included.
7. The condition assessment of existing structures identified for potential reuse at the new facility will be limited to a visual inspection. No invasive investigations, material testing, or structural analyses are included in this assessment.
8. All additional services, including bid-related services, will be provided under a separate task order.

SCHEDULE

The services described herein shall be completed within eight months of the effective date.

COMPENSATION

Compensation paid by the CITY to the CONSULTANT for Tasks 1–6 will be on a lump-sum basis in the amount of $465,100, in accordance with the Agreement. Costs will be billed based on the percentage of completion of each task, using the fees presented in the table below. Compensation paid by the CITY to the CONSULTANT for Task 7 will be on an hourly, not-to-exceed basis in the amount of $20,000. The scope of work herein does not include bid-related services. It is anticipated that all bid-related services and assistance with procuring the design engineer will be provided under a separate task order.

A breakdown of the estimated hours and compensation for the scope of services is presented in Exhibit No. 1.

Task	Description	Compensation Type	Estimated Fee
1	Project Initiation, Management, and Data Collection	Lump Sum	$37,590
2	Flow and Load Analysis	Lump Sum	$17,240
3	Regulatory Review and Alternative Selection	Lump Sum	$103,500
4	Design Criteria and Planning Basis Development	Lump Sum	$182,430
5	Basis of Design Report, Permitting Requirements, and OPCC	Lump Sum	$115,420
6	Alternative Delivery Procurement Evaluation	Lump Sum	$8,920
7	Miscellaneous Engineering and Planning Assistance (As-Needed Basis)	Hourly Not-to-Exceed	$20,000
	SUBTOTAL LABOR		**$485,100**
	TOTAL		**$485,100**

We appreciate the opportunity to assist the City of Cooper City with this assignment. We are prepared to begin this work immediately. Should you have any questions or wish to discuss this project, please call us at your earliest convenience.

SUBMITTED BY:

Hazen and Sawyer

BY: _____

Janeen M. Wietgrefe, PE, PMP
Vice President
Dated this 6th day of October, 2026

APPROVED BY:

City of Cooper City

BY: _____

Alex Rey
City Manager
Dated this ____ day of _____, 2026

Hazen

EXHIBIT No. 1
FEE ESTIMATE
City of Cooper City
Task Order No. 2026-07
WWTP BASIS OF DESIGN REPORT
October 06, 2026

Task	Description	Vice President/Technical Expert	Senior Associate	Associate	Senior Construction Manager	Senior Principal Engineer	Principal Engineer	Engineer	Assistant Engineer	Senior Designer	Total H&S Hours	Hazen Labor Cost
1	Project Initiation, Management and Data Collection	44	1	4	0	0	66	0	58	0	173	$37,590
1.1	*Project Coordination*	*40*	*0*	*4*	*0*	*0*	*48*	*0*	*24*	*0*	*116*	*$27,000*
1.2	*Project Kick-off Meeting*	*3*	*0*	*0*	*0*	*0*	*5*	*0*	*5*	*0*	*13*	*$2,745*
1.3	*Data Collection and Review*	*1*	*1*	*0*	*0*	*0*	*13*	*0*	*29*	*0*	*44*	*$7,845*
2	Flow and Load Analysis	8	0	0	0	0	24	0	62	0	94	$17,240
3	Regulatory Review and Alternative Selection	60	20	0	0	0	226	0	210	0	516	$103,500
3.1	*Technology Screening and Site Visits*	*30*	*0*	*0*	*0*	*0*	*58*	*0*	*98*	*0*	*186*	*$36,730*
3.2	*Process Modeling*	*8*	*0*	*0*	*0*	*0*	*120*	*0*	*0*	*0*	*128*	*$26,520*
3.3	*Treatment Process Alternatives Analysis and Selection*	*22*	*20*	*0*	*0*	*0*	*48*	*0*	*112*	*0*	*202*	*$40,250*
4	Design Criteria and Planning Basis Development	122	68	66	0	0	256	0	336	24	872	$182,430
4.1	*Condition Assessment of Assets Retained from Existing WWTP for the new WWTP*	*12*	*0*	*0*	*0*	*0*	*20*	*0*	*0*	*0*	*32*	*$7,780*
4.2	*Preliminary Hydraulic Evaluation*	*0*	*4*	*0*	*0*	*0*	*24*	*0*	*40*	*4*	*72*	*$12,940*
4.3	*Design Criteria Development*	*78*	*60*	*50*	*0*	*0*	*146*	*0*	*184*	*20*	*538*	*$115,510*
4.4	*Phased Implementation Plan, Vulnerability Assessment and Maintenance of Plant Operations (MOPO)*	*20*	*4*	*8*	*0*	*0*	*46*	*0*	*92*	*0*	*170*	*$33,300*
4.5	*Workshops, Technical Progress Meetings, and Project Review Meetings*	*12*	*0*	*8*	*0*	*0*	*20*	*0*	*20*	*0*	*60*	*$12,900*
5	Basis of Design Report, Permitting Requirements and OPCC	72	62	84	0	0	105	0	152	64	539	$115,420
5.1	*Permitting Coordination*	*8*	*0*	*0*	*0*	*0*	*12*	*0*	*14*	*0*	*34*	*$7,160*
5.2	*Opinion of Probable Construction Cost (OPCC)*	*16*	*20*	*60*	*0*	*0*	*8*	*0*	*16*	*0*	*120*	*$29,400*
5.3	*Basis of Design Report (BODR)*	*48*	*42*	*24*	*0*	*0*	*85*	*0*	*122*	*64*	*385*	*$78,860*
6	Alternative Delivery Procurement Evaluation	0	12	0	0	0	8	0	24	0	44	$8,920
7	Miscellaneous Engineering and Planning Assistance (As-needed Basis)	0	0	0	0	0	0	0	0	0	0	$20,000
	SUBTOTAL LABOR	306	163	154	0	0	685	0	842	88	2,238	$485,100
	TOTAL FEE											**$485,100**

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RFQ NO. 2024-1-PW
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA) AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the ___ day of _____, **2025** 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

Hazen and Sawyer, P.C., an **Engineering** firm as listed with the Florida Department of Business & Professional Regulation, authorized to do business in the State of Florida, and with a business address of **4000 Hollywood Bvld, Suite 750 North, Hollywood, FL 33021** (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, the Consultant has offered to provide Continuing Professional Consulting Services – Water, Wastewater, Stormwater Engineering, on a non-exclusive basis, that shall conform to the Statement of Qualifications (see Appendix A), Request for Qualifications ("RFQ") No. 2024-1-PW and all associated addenda and attachments incorporated herein by reference and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated January 21, 2025, which is incorporated herein by reference; and

WHEREAS, the City desires to procure from the Consultant such Continuing Professional Consulting Services – Water, Wastewater, Stormwater Engineering for the City, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor 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.

1.1 On **November 1, 2024**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide Professional Water, Wastewater, Stormwater Engineering Services under a continuing contract, as

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defined by Section 287.055(2)(g), F.S., as more particularly described in **Appendix "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications # 2024-1-PW

Continuing Professional Consulting Services – Water, Wastewater, Stormwater

1.2 On **March 11, 2025**, the proposals were opened publicly and the names of the respondents were read aloud.

1.3 On **April 1, 2025**, the CITY's evaluation committee certified CONSULTANT as qualified to provide the professional services as described in Appendix A, and shortlisted the CONSULTANT to provide Water, Wastewater, Stormwater Engineering services in accordance with the Consultant's Competitive Negotiation Act (CCNA), § 287.055(3)(c), Florida Statutes.

1.4 On **April 22, 2025**, the CITY Commission approved award to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render services more particularly described herein below.

1.5 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "professional services" in Section 287.055(2)(a), Florida Statutes, as amended from time to time.

ARTICLE 2
ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) City of Cooper City RFQ2024-1-PW and any associated addenda any other exhibits and attachments 4) the CONSULTANT's Proposal.

ARTICLE 3
SERVICES AND RESPONSIBILITIES

3.1 The CITY may request from the CONSULTANT from time to time, on an as-needed basis, Water, Wastewater, Stormwater Engineering services for various projects and assignments as more particularly described in Exhibit A. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request and provide the CITY with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to this Agreement and/or a Task/Work Authorization in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth in the Architect's/Engineer's Labor Rate list, attached hereto and by this reference made a part hereof as Appendix B.

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3.2 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in §287.055(2)(g), Florida Statutes as amended from time to time. The scope of work set forth in Exhibit A includes a list of projects that the CONSULTANT may be engaged to perform. In accordance with Article 5 of this Agreement, the CITY, at its sole discretion, may add or remove projects to or from this list, subject to the requirements of §287.055, Florida Statutes.

3.3 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.

3.4 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.

3.5 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional standards of good architect/engineering practice by exercising the skill and ability ordinarily required of architects/engineers performing the same or similar services, under the same or similar circumstances, in the State of Florida, and ethical guidelines established by their profession. If within one year 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.

3.6 CONSULTANT shall schedule regular meetings with the CITY's representatives at least once a month to discuss the progress of any work as more particularly described in Exhibit A, and required in accordance with any Task/Work Authorization issued pursuant to this Agreement.

3.7 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Cooper City, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

3.8 CONSULTANT shall comply with the applicable provisions of the City of Cooper City Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Cooper City Code of Ordinances.

3.9 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

3.10 The CITY shall furnish the CONSULTANT available studies, reports and other data pertinent to the CONSULTANT's services; obtain or authorize the CONSULTANT to obtain or provide additional reports and data as required; furnish to the CONSULTANT services of others required for the performance of the

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CONSULTANT's services hereunder, and the CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing the CONSULTANT's services under this Agreement.

3.11 The CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water and/or wastewater quality and/or quantity, or over the way the CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on the CONSULTANT's opinion based on experience and judgment. The CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the CONSULTANT and the CONSULTANT will not be liable to and/or indemnify the CITY and/or any third party related to any inconsistencies between the CONSULTANT's data projections and estimates and actual costs and/or quantities realized by the CITY and/or any third party in the future.

ARTICLE 4
TERM FOR PERFORMANCE AND TERMINATION

4.1 CONSULTANT shall perform the services identified in Article 2 within the timeframe set forth in each amendment or work order. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

4.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the term of this Agreement shall be five (5) years. The Term of this Agreement may be renewed upon the mutual written agreement of the Parties for one (1), additional five (5) year period.

4.3 **Termination for Convenience.** This Agreement may be terminated by either Party for convenience, upon providing thirty (30) business days of written notice to the non-terminating Party for such termination in which event CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as Work Authorizations/addendums to this Agreement.] 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. 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.

4.4 **Default by CONSULTANT.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT 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) calendar days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 CITY agrees to compensate CONSULTANT for each Task/Work Authorization issued by the CITY from time to time on an as-needed-basis, for a project or assignment. The compensation amount will be a not to

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exceed fee or in accordance with the Architect's/Engineering's' Labor Rates more particularly described in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required.

5.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed in accordance with this Agreement and any Work Authorization issued hereunder. The invoice shall include, but not be limited to, date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

5.3 CONSULTANT expressly recognizes that CONSULTANT's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONSULTANT and that the Services will be assigned on an as-needed assignment/project basis.

5.4 CITY will make its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

CONSULTANT's Remit Address:

Hazen and Sawyer, P.C.
Attn: Janeen Wietgrefe
4000 Hollywood Bvld, Suite 750 North
Hollywood, FL 33021

5.5 If any of the required services are rejected for any reason, the CONSULTANT shall be required to perform the services to the satisfaction of the CITY. Additionally, payment may be withheld by the City Manager, for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

5.6 **Truth-In-Negotiation Certificate.** Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

5.7 **Post Contractual Obligations.** In the event that the term of this Agreement expires, and the CITY has already initiated a Work Authorization pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the rates set forth herein, until completion of the assignment(s)/project(s). Notwithstanding the foregoing, these post contractual obligations shall be at the discretion of the CITY should this Agreement be terminated pursuant to Article 4.3, Article 4.4, or Article 15 herein.

ARTICLE 6
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

6.1 CITY or CONSULTANT may from time to time request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in Exhibit A, to be provided under this Agreement subject to the requirements set forth in §287.055, Florida Statutes. Such changes or additional work must be in accordance

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with the provisions of the CITY's Code of Ordinances, 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.

6.2 CONSULTANT shall continue work when seeking a change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

6.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 7
INDEMNIFICATION

7.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, sustained by the CITY, its elected and appointed officials, agents, and employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, subcontractors or employees during the performance of this Agreement.

7.2 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

7.3 CONSULTANT's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. 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. Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8
INSURANCE

8.1 **Insurance Requirements:** The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."

8.1.1 Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

8.1.2 **Workers Compensation Coverage** to apply for all employees of the contractor, sub-

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contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include employers' liability with a minimum limit of one hundred thousand dollars ($100,000) each accident.

8.1.3 **Comprehensive General Liability Coverage** with minimum limits of one million dollars ($1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.

8.1.4 **Personal Injury Coverage** with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.

8.1.5 **Business Automobile Liability Coverage** with minimum limits of five hundred thousand dollars ($500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

8.1.6 **Professional Liability/Errors and Omissions Coverage** - Combined single limit each occurrence $1,000,000 general aggregate limit $2,000,000

The City is to be expressly included as an "Additional Insured" in the name of "City of Cooper City" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

Policies must be endorsed to provide for thirty (30) days written notice to the City of cancellation and/or restriction.

8.2 **REQUIRED ENDORSEMENTS**

8.2.1 The City of Cooper City shall be named as an Additional Insured on each of the Liability Policies required herein.
8.2.2 Waiver of all Rights of Subrogation against the CITY.
8.2.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
8.2.4 CONSULTANT's policies shall be Primary & Non-Contributory.
8.2.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
8.2.6 The City of Cooper City shall be named as a Loss Payee on all Property Policies as their interest may appear.

8.3 Any and all insurance required of the CONSULTANT 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 CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of 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 Agreement.

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8.4 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

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 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 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, 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 11
AGREEMENT SUBJECT TO FUNDING

This 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 the City of Cooper City in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12

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UNCONTROLLABLE FORCES

12.1 Neither CITY nor CONSULTANT 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, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 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.

ARTICLE 13
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 claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 15
DEFAULT OF CONTRACT & REMEDIES

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

15.2 **Correction of Work**. If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

15.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

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15.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Utilities Director or individual relative thereto.

15.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

15.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

15.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

15.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

15.4.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.

15.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

15.4.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

15.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.

15.4.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a

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bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT 's assets, or for CONSULTANT 's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.5 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

15.5.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

15.5.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

15.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

15.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 16
BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 17
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters

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in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 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;

18.1.3 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, 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

18.1.4 Upon completion of the Agreement, 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.

18.2 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 in accordance with the terms herein.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Tedra Allen
CITY CLERK
CITY OF COOPER CITY
9090 SW 50th Place
Cooper City, FL 33328
(954) 434-4300
TAllen@coopercity.gov

ARTICLE 19
SCRUTINIZED COMPANIES

19.1 CONSULTANT, 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

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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:

19.1.1 Any amount if, 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

19.1.2 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:

19.1.2.1Is 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

19.1.2.2Is engaged in business operations in Syria.

ARTICLE 20
EMPLOYMENT ELGIBILITY

20.1 **E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1.1 **Definitions for this Section.**

20.1.1.1 "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.

20.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

20.1.1.3 "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.

20.1.1.4 "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.

20.2 **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:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

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20.2.2 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

20.2.3 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 21
FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the applicable 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 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses:

ARTICLE 22
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, CONSULTANT agrees as follows:

22.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices employed, and that employees are treated during employment, to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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22.3 CONSULTANT 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 CONSULTANT's legal duty to furnish information.

22.4 CONSULTANT 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 CONSULTANT'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.

22.5 CONSULTANT 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.

22.6 CONSULTANT 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 his 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.

22.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT 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.

22.8 CONSULTANT will include the provisions of paragraphs (22.1.1) through (22.1.8) 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. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 23
DAVIS-BACON ACT

CONSULTANT 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, CONSULTANT 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, CONSULTANT must be required to pay wages not less than once a week.

ARTICLE 24
COPELAND "ANTI-KICKBACK" ACT

CONSULTANT 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"). CONSULTANT 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 he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

ARTICLE 25
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) CONSULTANT 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

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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.

25.1 **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 he or she is 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.

25.2 **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (25.1) of this section the CONSULTANT 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 (25.1) 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 (25.1) of this section.

25.3 **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 CONSULTANT 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 (25.2) of this section.

25.4 **Subcontracts**. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (25.1) through (25.4) 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 (25.1) through (25.4) of this section.

ARTICLE 26
CLEAN AIR ACT

CONSULTANT 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. CONSULTANT 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

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Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

ARTICLE 27
FEDERAL WATER POLLUTION CONTROL ACT

CONSULTANT 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. CONSULTANT 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.

CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

ARTICLE 28
SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or 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).

28.1 CONSULTANT 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 CONSULTANT 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.

28.2 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.

ARTICLE 29
BYRD ANTI-LOBBYING AMENDMENT

As amended (31 U.S.C. § 1352). CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. 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.

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ARTICLE 30
COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

CONSULTANT 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).

ARTICLE 31
PROCUREMENT OF RECOVERED MATERIALS

The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE 32
REPORTING

Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the CITY, the applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

ARTICLE 33
RIGHTS TO INVENTIONS

CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government 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.

ARTICLE 34
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 35
DHS SEAL, LOGO, AND FLAGS

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CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

ARTICLE 36
COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

ARTICLE 37
FRAUDULENT STATEMENTS

CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

ARTICLE 38
PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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.

38.1 PROHIBITIONS

38.1.1 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.

38.1.2 Unless an exception in paragraph 21.16.3 of this clause applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency 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;

39.1.3 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;

39.1.4 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

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39.1.5 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.

38.2 Exceptions.

38.2.1 This clause does not prohibit CONSULTANT 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.

38.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

38.3 Reporting Requirement.

38.3.1 In the event CONSULTANT 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 in paragraph 38.3.2 of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

38.3.2 The CONSULTANT shall report the following information pursuant to paragraph 38.3.1 of this clause: (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 in paragraph of this clause: 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. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

ARTICLE 39
DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the CONSULTANT 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

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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.

ARTICLE 40
AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, CONSULTANT 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.

ARTICLE 41
LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

If applicable, the CONSULTANT 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, CONSULTANT 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, CONSULTANT will deliver to the CONSULTANT 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 CONSULTANT.

ARTICLE 42
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.

ARTICLE 43
LEGAL REPRESENTATION

It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation 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.

ARTICLE 44
RECORDS

CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged

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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, Florida Statutes.

ARTICLE 45
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.

ARTICLE 46
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.

ARTICLE 47
NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by email or 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:

a) to the Project Manager
Akin Ozaydin
City of Cooper City, Utilities Department
9090 S.W. 50th Place
Cooper City, Florida, 33328-4227
Telephone No. (954) 434-4300 X 111
Email: AOzaydin@CooperCity.gov

and,

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b) to the Contract Manager
Tyrone White
City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Email: Purchasing@CooperCity.gov

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
Email: JHorowitz@gorencherof.com

CONTRACTOR:

Hazen and Sawyer, P.C.
Attn: Janeen Wietgrefe
4000 Hollywood Bvld, Suite 750 North
Hollywood, FL 33021
Telephone No. (954) 987-0066
Email: jwietgrefe@hazenandsawyer.com

ARTICLE 48
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.

ARTICLE 49
HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 50
APPENDIXES

Each appendix referred to in this Agreement forms an essential part of this Agreement. The appendixes if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

ARTICLE 51
SEVERABILITY

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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.

ARTICLE 52
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.

ARTICLE 53
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 54
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.

ARTICLE 55
PROTECTION OF CITY PROPERTY

At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

ARTICLE 56
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.

ARTICLE 57
COMPLIANCE WITH STATUTES

It shall be the CONSULTANT'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.

ARTICLE 58

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COMPLIANCE WITH JESSICA LUNSFORD ACT

CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

ARTICLE 59
NO THIRD PARTY BENEFICIARIES

The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

ARTICLE 60
E-VERIFY

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:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

ii. 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

iii. 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.

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

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:

DocuSigned by:
Tedra Allen
6A9930738A34441...
TEDRA ALLEN, CITY CLERK

By: Signed by:
Alex Rey
432944AE9915453...
ALEX REY, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEED5417...
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

WITNESSED BY:

Guillermo A. Regalado
Signature

Guillermo Regalado
Print Name

Hazen and Sawyer, P.C.

By: Janeen M Wietgrefe

Name: Janeen M Wietgrefe, PE, PMP

Title: Vice President

STATE OF Florida
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Janeen Wietgrefe as Vice President of **Hazen and Sawyer, P.C.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Hazen and Sawyer, P.C.** 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 21st day of July, **2025**.

Peggy Jaime
NOTARY PUBLIC

PEGGY M. JAIME
Notary Public-State of Florida
Commission # HH 646213
My Commission Expires
March 02, 2029

Peggy M. Jaime
(Name of Notary Typed, Printed or Stamped)

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

Appendix A – Scope of Services
Water, Wastewater, Stormwater

a. Water Plant design
b. Water distribution and sanitary sewer system designs
c. Water, Wastewater System Plan and Program Development (sewer overflow response plan, information management system program, GIS implementation, sewer system asset management program, gravity sewer system O&M program, pump station O&M and assessment/rehabilitation program, force main O&M and assessment/rehabilitation program, force main criticality assessment and prioritization program, force main rehabilitation and replacement program, capacity, management O&M program (CMOM))
d. Project programming / Conceptual design
e. Preparation of water distribution models
f. Preparation of sanitary sewer system models
g. Preparation of stormwater models
h. Groundwater modeling
i. Raw water well analysis
j. Raw water pump station analysis
k. Preparation of construction contract drawings and specifications complying with the requirements of the authorities having jurisdiction
l. NPDES permitting
m. Floodplain management
n. Design of stormwater systems
o. Development of schedules for design and construction
p. Preparation of estimated quantities, costs and bid forms
q. Construction support services
r. Evaluation of bids as compared to project budget
s. Sanitary Sewer Pump Station Evaluation and Design
t. Project Management
u. Detailed engineering for modifications to or construction of water control structures, canals, pump stations and similar facilities
v. Respond to RFIs
w. Attend meetings with City staff and presentations to City Council

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Appendix B – Labor Rates

Assistant Engineer	$160
Associate	$240
Associate Vice President/Senior Consultant	$295
Engineer	$190
Graphics Designer	$155
Intern	$80
Principal Designer	$155
Principal Engineer	$200
Principal Scientist	$160
Scientist	$125
Senior Associate	$290
Senior Construction Manager	$250
Senior Designer	$145
Senior Funding Specialist	$220
Senior Graphics Designer	$210
Senior Principal Designer	$189
Senior Principal Engineer	$220
Senior Principal Scientist	$200
Vice President	$315

NOTE: The pricing proposed by CONSULTANT shall remain fixed and firm for no less than twelve (12) months after the award of this contract. The City will consider a price increase for labor rates upon receipt of a written notice submitted by the CONSULTANT after the Contract's anniversary date. Any price increases shall remain fixed and firm for no less than twelve (12) months after establishment of the increased rate(s). The City reserves the right to require a decrease for each line item. The City will consider a price decrease to each line item by notifying the Awarded Bidder(s) in writing, no later than thirty (30) days prior to the contract's anniversary date. Price adjustments (increase/decrease) for labor rates will be based on the following Bureau of Labor Statistics Producer Price Index (PPI) 12-month percent change for PPI series ID PCU5413—5413, industry group data for Architectural, engineering, and related services, not seasonally adjusted. Price increases shall not exceed three percent (3%). The Bureau of Labor Statistics PPI information can be found at **https://www.bls.gov/data/**.

All 12-month percent changes will be calculated using the formula in the table below:

Index Point Change	
Final Demand Price Index (Jan 2025)	196.001
Less: Previous Index (Jan 2024)	(192.537)
Equals: Index Point Change	3.464
Index Percent Change	
Index Point Change	3.464
Divided: By The Previous Index (Jan 2024)	192.537
Equals:	0.017991
Multiplied by 100 (to obtain percent)	0.017991 X 100

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Index Percent Change	**1.7991%**

*** the table above is an example of how to calculate the 12-month percent change from January 2024 to January 2025 using the Bureau of Labor Statistics PPI series id: *PCU5413—5413*.

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CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Utilities

DATE: October 27, 2026

SUBJECT: Motion to approve Expenditure Authority under Contract No. ITB 2023-4-UTL, Odor Control Chemicals, awarded to Momar, Inc. in an amount not to exceed $26,268.00 for the current fiscal year, and in the approved budgeted amount for each subsequent fiscal year during the remaining term of the agreement, including any approved extensions.

SUBMITTED BY: Signed by: Akin Ozaydin 88E88ECC7EF74DB... October 16, 2026

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of expenditure authority in the amount not to exceed $26,268.00 in FY 27 under Contract No. ITB 2023-4-UTL, awarded to Momar Inc. for Odor Control Chemicals, and in the approved budgeted amount for each subsequent fiscal year.

BACKGROUND OF ITEM:
The City Commission approved the award of ITB 2023-4-UTL, Odor Control Chemicals, to Momar, Inc., the lowest responsive and responsible bidder, and authorized the City to enter into an agreement with Momar, Inc. to purchase odor control chemicals for the wastewater treatment plant.

Odor control measures are routinely used in the wastewater treatment process to neutralize offensive odors. Following field testing, City staff determined that Momar, Inc.'s Liquid Blossom 20X was satisfactory for the City's operational needs. The product is supplied in 275-gallon totes, with approximately eight (8) totes estimated for annual consumption. Over the past couple of years, the Utilities Department has spent $26,268.00 and plans to continue spending the same amount in subsequent fiscal years.

ANALYSIS:
This agenda item does not seek approval of a new contract or a new competitive solicitation. Rather, it requests authorization for expenditures under the previously approved agreement for the current fiscal year and for the approved budgeted amount in each subsequent fiscal year for the remainder of the contract term.

Docusign Envelope ID: 9BB6340A-9FD0-838A-8108-601B07F71130

PROCUREMENT:
The City issued Invitation to Bid (ITB) No. 2023-4-UTL to solicit bids from contractors for odor-control chemical services. Bids were opened and reviewed. Momar, Inc. was determined to be the lowest responsive and responsible bidder.

On December 12, 2023, the City Commission awarded ITB No. 2023-4-UTL and approved an agreement with Momar, Inc., for odor-control chemical services. The original contract commenced on December 12, 2023, and expires on December 11, 2026. The agreement may be renewed for up to two (2) additional one-year terms, subject to the mutual written consent of both parties.

This purchase is made in accordance with Sec. 2-256(a)(1)(a) of Cooper City's Procurement Code.

FISCAL IMPACT:

General Ledger Acct. Number	**Budgeted Amount**	**Requested Amount**	**Remaining Amount**
450-911-535310-535 **Supplies – Chemicals**	$280,000.00	$26,268.00	$253,732.00

ATTACHMENTS:
1. ITB 2023-4-UTL Odor Control Chemicals - Renewal Amendment - Signed
2. ITB 2023-4-UTL Odor Control Chemicals – Agreement – Executed

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	ATTORNEY'S OFFICE: Forward to City M…	10/16/26 02:25 PM
Rey, Alex	Assigned to City Manager	COMPLETE: Forward to City Clerk	10/16/26 03:35 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	10/16/26 03:47 PM
Allen, Tedra	END WORKFLOW - APPROVED		10/16/26 04:11 PM

FIRST AMENDMENT TO MASTER AGREEMENT
Contract No. ITB2023-4-UTL
Contract Title: Odor Control Chemicals

THIS AGREEMENT ("Agreement"), dated this _2nd_____ day of __October_____ 2026, 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
>
> **MOMAR, INC.,** a Foreign corporation, located at 1830 Ellsworth Industrial Dr. NW, Atlanta GA 30318, who is authorized to do business in the State of Florida. (hereinafter referred to as the "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 December 12, 2023, the City and CONTRACTOR entered into an agreement for the CONTRACTOR to provide Odor Control Chemicals; (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement is set to expire on December 11, 2026; and

WHEREAS, the Original Agreement provided for an option for two (2) additional 1-year renewal terms, subject to the mutual written consent of the Parties; and

WHEREAS, the CITY is satisfied with the CONTRACTOR's performance pursuant to the Original Agreement, and the Parties seek to renew the Original Agreement for the first one (1) year renewal term, under the same terms and conditions; 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:

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
2. The Original Agreement is hereby renewed for the first renewal term, which shall commence on December 12, 2026, and shall terminate on December 11, 2027.

3. The Original Agreement and First Amendment, as executed by the Parties, shall remain in full force and effect except as specifically amended herein. Parties agree that the First Amendment, original terms & conditions and pricing remain the same.

CITY:

a) to the Project Manager:

City of Cooper City, Utilities Department
Attention: Akin Ozaydin
9090 SW 50th Place
Cooper City, Florida 33328
Phone No. (954) 434-4300 X 111
Email: aozaydin@CooperCity.gov

and,

b) to the Contract Manager:

City of Cooper City Procurement
Attention: Tyrone White
9090 SW 50th Place
Cooper City, Florida 33328
Phone: 954-434-4300 x 268
Email: twhite@coopercity.gov

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
Phone: 954-771-4500 x 5055
Email: JHorowitz@gorencherof.com

For CONTRACTOR:

Carlon, Inc.
Attention: Becky Levy
1830 Ellsworth Industrial Dr. NW
Atlanta, GA 30318
Phone No. (404)355-4580
Email: HELP@MOMAR.COM

4. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

5. **Electronic Signature(s).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate of copy of the First Amendment that

contains a duplicated or non-original signature will be treated the same as an original, signed copy of this First Amendment for all purposes.

6. **Legal Authority.** Each person signing this First Amendment on behalf of either party individual warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF COOPER CITY

Date:_____

_____
CITY MAYOR

_____
CITY MANAGER

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

_____
CITY ATTORNEY

_____
CITY CLERK

MOMAR, INC.,

Date: 10/2/2026

_____
By:

Jennifer Appenzeller
NAME

Director, Executive Administration
TITLE

_____
WITNESSED BY:

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jennifer Appenzeller, as Director, Exec. Admin. of **MOMAR, INC.**, 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__, as_____of **MOMAR, INC.**, 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 County aforesaid this 2 day of October, 20 26.

_____
NOTARY PUBLIC

KARIN HECKL
Print or Type Name

My Commission Expires: _____

KARIN HECKL
NOTARY PUBLIC
DeKalb County
State of Georgia
My Commission Expires September 28, 2029

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND MOMAR, INC.

THIS IS AN AGREEMENT, dated the 12th day of December, 2023, 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

MOMAR, INC., an **odor control solutions** company, authorized to do business in the State of Florida, with a business address of **1830 Ellsworth Industrial Dr. NW, Atlanta, GA 30318** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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 **Thursday, July 20, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **odor control solutions** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB 2023-4-UTL
ODOR CONTROL CHEMICALS

1.2 On **Thursday, August 24, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On 12th day of December, 2023, 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 **odor control chemicals,** 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 for, **ITB 2023-4-UTL,** 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 three (3) years, commencing on December 2023 and terminating on December 11, 2026. This Agreement may be renewed for up to two (2) additional one (1) 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:

MOMAR, INC.
Attn: Becky Levy
1830 Ellsworth Industrial Dr. NW
Atlanta, GA 30318

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 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.

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 Leslie Treadway
Sales Coordination Manager
MOMAR, INC.
1830 Ellsworth Industrial Dr. NW
Atlanta, GA 30318
E-mail: salesvendors@momar.com
Telephone No: (404) 355-4580

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 set their hands and seals the day and year first written above.

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO LEGAL FORM:

By: _____
OFFICE OF THE CITY ATTORNEY

CITY OF COOPER CITY, FLORIDA

By: _____
CITY MANAGER

By: _____
CITY MAYOR

CONTRACTOR:

MOMAR, INC., a Florida Corporation

By: _____

Name: Mike Beard

Title: CFO

STATE OF Georgia
COUNTY OF Fulton

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Mike Beard as CFO of **MOMAR, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **MOMAR, INC.** 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 28 day of November, 2023

JENNIFER LONG
NOTARY PUBLIC
CHEROKEE COUNTY, GEORGIA
My Commission Expires
03-16-2026

Jennifer Long
NOTARY PUBLIC

Jennifer Long
(Name of Notary Typed, Printed or Stamped)

My Commission Expires: 3/16/26

~~CITY OF COOPER CITY~~
~~LICENSEE~~
AMENDED AND RESTATED FACILITY USE AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2026~~5~~, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of 9090 S.W. 50 Place, Cooper City, Florida 33328, hereinafter referred to as "CITY," and

THE OPTIMIST CLUB OF COOPER CITY, INC., a nonprofit corporation authorized to do business in the State of Florida, with a business address of 10500 Stirling Road, Cooper City, 33026**,** hereinafter referred to as "LICENSEE." CITY and Licensee may be collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the CITY owns, operates and maintains specific athletic fields and buildings within the City intended for recreational purposes; and,

WHEREAS, the relationship between the CITY and the LICENSEE has~~ds~~ historically been governed by Resolution No. 12-7-5, dated July 30, 2012, as amended; and

WHEREAS, on June 27, 2025, the Parties entered into a Facility Use Agreement, thereby redefining the relationship between the Parties and establishing terms and conditions for the LICENSEE's use of the CITY's athletic fields and facilities (the "Original Agreement"); and

WHEREAS, the Original Agreement was terminated by the City for convenience, effective October 12, 2026; and

WHEREAS, the Parties now desire to enter into this amended and restated ~~a written~~ agreement providing for the LICENSEE's continued use of certain athletic fields and buildings for recreational purposes consistent with the terms and conditions set forth herein; 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
PREAMBLE

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

ARTICLE 2
TERM AND TERMINATION

2.1 The term of this Agreement shall commence on ~~June 11, 2025~~October 28, 2026, and terminate on June 30, 2030 (the "Initial Term.").

2.2 The Agreement will automatically renew for additional five (5) year periods upon the same terms and conditions, unless terminated by either party pursuant to this Article.

2.3 *Termination:* This Agreement may be terminated by the CITY for default due to LICENSEE's failure to operate under the terms and conditions set forth herein. In the event of a default by the LICENSEE, the CITY shall provide the LICENSEE with written notice of any failure to operate under terms and conditions of this Agreement within ten (10) days said of action, and the LICENSEE shall be given at least thirty (30) days to cure the aforementioned default prior to a recommendation for termination being placed on a City Commission meeting agenda. CITY shall give LICENSEE no less than fourteen (14) days' advanced written notice of the City Commission meeting at which such recommendation for termination shall be determined. Additional time to cure any default may be granted by the CITY, in its sole discretion, if LICENSEE is diligently pursuing corrective action of said failure perform or observe any terms or provisions.

Additionally, the CITY may terminate this Agreement for convenience by providing the LICENSEE with no less than forty-five (45) days' written notice or notice of termination to be effective at the end of any existing season, whichever is shorter. If the CITY terminates this Agreement for convenience, LICENSEE shall be able to complete any youth sports programs that have commenced when written notice of termination has been received, including any programs that have completed registration. LICENSEE shall not begin registration for any youth sports programs following the receipt of notice of termination by the CITY pursuant to this section. In the event of a termination for convenience pursuant to this section, the CITY shall reimburse the LICENSEE for any equipment purchased and reasonable expenses incurred by LICENSEE within six (6) months prior to the CITY's issuance of a notice of termination. The intent of this provision is to ensure that if the CITY terminates this Agreement for convenience, such termination shall not disrupt any ongoing sports program that is in progress at the time of such termination by the CITY.

2.4 In June of every year, the Parties shall meet, in good faith, to discuss the performance of each party under this Agreement. At that meeting, the City may recommend reasonable amendments to this Agreement, subject to the LICENSEE's approval, which shall not be unreasonably withheld. Any amendments shall be evidenced by a written amendment to this Agreement.

ARTICLE 3
USE OF PROPERTY

3.1 The CITY hereby grants to the LICENSEE a non-exclusive license for the limited use of the "Property" listed in Exhibit "A." Use of the Property by the LICENSEE for any other activity(ies) is subject to the prior written approval of the City Manager or his or her designee. Approval shall

be at the sole discretion of the City Manager and shall be requested in writing at least thirty (30) days before the date scheduled for the event. Notwithstanding anything contained herein to the contrary, the CITY shall have the right to authorize third parties to utilize the Properties for weekend tournaments or other temporary programs.

3.2 The Parties agree that special events sponsored by the CITY shall have priority for the use of the Property. The Parks and Recreation Department will notify LICENSEE a minimum of sixty (60) days in advance of all special events, provided it does not conflict with previously scheduled activities.

3.3 Notwithstanding anything contained hereto to the contrary, nothing in this Agreement is intended to apply to any camp programs, including specialized camps or summer camp programs otherwise approved by the CITY. Further, this Agreement is solely intended to authorize the use of the CITY facilities by the LICENSEE, as set forth herein. Any other organizations affiliated with the LICENSEE or any of its members shall require a separate agreement with the CITY in order to utilize CITY facilities.

ARTICLE 4
OBLIGATIONS OF THE LICENSEE

4.1 The LICENSEE and the CITY shall attempt to maximize the participation of Cooper City residents in all of their programs. The following conditions shall apply to the registration of all programs sponsored by the LICENSEE:

- Residents shall not be denied a spot on any recreational program provided they register within the open registration period.
- Residents who wish to participate in Travel sports that meet the performance criteria, as determined by the assigned LICENSEE Travel Coach, shall not be denied a spot.
- Residents shall receive early notification of the registration process and shall be allowed to pre-register for all sports and activities operated by the Licensee.
- All non-resident participants shall pay a field usage surcharge at the time of registration as determined by the CITY, subject to Article 4.13. .
- Participants shall utilize a CITY- provided software for registration of all players and coaches. The City shall collect a registration fee for all resident participants; and a registration and field usage fee through the software program from each non-resident participant as determined by the CITY and as referenced in section 4.13.
- The LICENSEE shall utilize a CITY provided software for registration of all players and coaches, field assignments, payments, provide notifications and alerts to the participants, outside tournaments and background checks tracking. The intent of this Article is to provide for the uniform registration of all participates through the City-provided software, and the Parties shall coordinate in good faith to ensure a seamless registration process for all participants. The Parties will work in good faith to ensure a seamless transition to the

CITY-provided software for all registration. This may include the initial registration of one sport through the CITY's software with the intent of all registrations being processed through the CITY-provided software.

- To avoid confusion, the Parties agree that the intent of the CITY-provided software is to ensure that all registration fees, field usage fees, banner and team sponsorships and field rental fees are collected by the CITY. LICENSEE shall not receive remuneration from any third parties for field usage. All funds collected by the CITY and due to the LICENSEE shall be promptly remitted to the LICENSEE or deposited directly into the LICENSEE's bank account. The Parties shall work together in good faith to ensure a timely allocation of funds to each party and a proper accounting of all funds collected through the CITY-provided software system.

4.2 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable, including all City Park rules and regulations as they may be modified from time to time.

4.3 The LICENSEE agrees that it shall be solely responsible for all costs and expenses associated with, or as a result of the operation of its programs under this Agreement excluding, but not limited to, building maintenance, field maintenance, cleaning and maintenance of the restroom facilities, structural and roof repairs to all concession stands, field equipment maintenance (ie nets, goals batting cages, l-screens, etc.) at the Sports Complexes as referenced in exhibit A; and further agrees that it shall be responsible for obtaining any licenses, permits, or certificates required to operate under this Agreement, including the cost associated therewith unless waived by the City; subject to Article 5 of this Agreement. Notwithstanding the foregoing, the LICENSEE shall conduct regular inspections of the restroom adjacent to the concession facilities, and shall immediately notify the City of any maintenance or upkeep needs at such facilities.

The Licensee may, at the CITY's sole discretion be provided access to and granted permission to store equipment within City facilities at the Sports Complexes.

4.4 The LICENSEE agrees that it shall not discriminate against any person based on race, color, religion, sexual orientation, gender, or gender identity in its use of the facilities above.

4.5 The LICENSEE agrees that it shall not make, or permit to be made, any improvements that required a building permit or improvements to the facilities listed in Exhibit A, except upon written approval of the City. Any improvements, changes or modifications approved by the City shall remain as part of the facility and the Property of the CITY at the end of the term of this Agreement. Naming of CITY facilities is subject to Sec. 2-8 of the CITY's Code of Ordinances, and nothing in this Agreement is intended to authorize the LICENSEE to name or rename any CITY facilities.

4.6 LICENSEE shall comply with Sec. 943.0438, F.S. (the "Statute), as may be amended from time to time. More specifically, LICENSEE shall ensure that all "athletic coaches," as defined by the Statute have completed and passed a Level II background screening pursuant to Section 435.04, F.S. before LICENSEE's use of the Property under this Agreement. Effective on the

implementation of the State Clearinghouse, the CITY will take responsibility for conducting the Level II background checks for all sports commissioners, board members, volunteers, officials, concessionaires and coaches. Any person who is deemed eligible to volunteer ("Covered Individual") will receive a City of Cooper City Volunteer Identification Card issued by the City in accordance with Exhibit C.

In its sole discretion, the City may request other individuals to undergo a Level II background screening before engaging in activities pursuant to this Agreement. Unless otherwise agreed to by the Parties, the LICENSEE shall be responsible for the cost of all background screening required pursuant to this section.

4.7 LICENSEE shall require all coaches, managers, officials, and volunteers associated with the operations of programs or activities for the LICENSEE to possess an official City of Cooper City Volunteer Identification Card while on the Property. Failure to possess the identification card, while in direct contact with Program participants, guests, or attendees may result in the coach, manager, or volunteer being denied access to participate in the Program. City must provide all coaches, managers, or volunteers with the Photo Identification Badge Enforcement Policies and Procedures, attached as Exhibit "C" and as approved by the City.

4.8 The LICENSEE shall provide a calendar of activities for each specific sports activity to the Director of Parks and Recreation for approval. Each calendar shall be due to the Director no later than twenty (20) business days before the opening registration date and shall include, at a minimum: a) Beginning and ending registration dates; b) Beginning practice dates; c) Beginning game dates; d) Scheduled end of season; e) Requested tournament dates; f) Approximate number of teams in the appropriate divisions of each activity. The Director of Parks and Recreation shall provide comments or approval of the proposed calendar within ten (10) days of receipt and will determine the number of participants that can be accommodated in each program. No unapproved or unscheduled events shall take place on the City Property. The Director of Parks and Recreation, or his/her designee, may stop any games or events not previously approved.

4.8.1 The LICENSEE must submit to the Director of Parks and Recreation, in writing, at least ten (10) business days before scheduled games, actual field dimensions and set up desired for play. Failure to submit the required information may result in a delay in holding the scheduled game(s). These delays will not extend the season. The CITY shall be responsible for preparing the fields, moving goals and equipment as required for each game, unless specifically authorized in writing by the Parks and Recreation Director.

4.8.2 LICENSEE shall provide revisions to the calendar to the Director of Parks and Recreation pursuant to Section 6.8.

4.8.3All games/events that need to be re-scheduled shall require LICENSEE to provide the time, date, and location with no less than a 24-hour notice to the CITY.

4.8.4 The City will require the LICENSEE to cover all staffing costs for tournaments in addition to the field rental cost in accordance with the schedule provided in Exhibit "B."

4.9 The CITY will require field shutdown periods during the year for field restoration and renovation. The CITY shall provide LICENSEE with no less than 30 days' notice of field shutdown periods for any shutdown greater than three (3) days. Notwithstanding the foregoing, the CITY may immediately shut down any field that it is deemed by the CITY to be a safety issue or unforeseen issue that requires immediate attention to protect the safety and welfare of the users of such field. The LICENSEE must coordinate the schedule for each season with the Parks and Recreation Department to accommodate this mandatory field shutdown. Upon receipt of a notification of a shutdown pursuant to this section, LICENSEE shall immediately notify its membership of the shutdown.

4.10 The Licensee shall be required to establish and provide recreational teams for each sport and each season, as listed on Exhibit "A," as may be added by the CITY from time to time.

4.11 LICENSEE shall not allow coaches, managers, or volunteers to be compensated, either directly or indirectly, without prior written approval from the CITY. Notwithstanding the foregoing, no board member nor relative of any LICENSEE board member shall receive compensation for any services rendered pursuant to this Agreement, with the exception of referees or umpires. For purposes of this section, "relative" shall be as defined in Sec. 112.3135, F.S., as may be amended from time to time. A registration discount offered to coaches shall not be considered prohibited compensation pursuant to this section.

4.12 LICENSEE will establish, following the end of the official registration period for recreational sports programs, two (2) distinct sign-up waiting lists. One list will be for residents and the second for non-residents. With each available opening in a program, the resident's waiting list will be exhausted before contacting any non-resident. Further, the resident list shall be exhausted in the following order:

4.12.1 First - prior participants in the Program:
4.12.2 Second - persons who have not previously participated

4.13 Children of CITY employees, coaches and BSO personnel assigned to Cooper City, will be processed as part of the residents' priority group.

4.14 LICENSEE will always follow the City's Lightning Prediction System policy.

4.15 LICENSEE shall not hang any signs on CITY property without the written approval of the Director of Parks and Recreation. All approved signs shall be subject to Chapter 25, Article 2 of the City's Code of Ordinances (the "Code"), as may be amended from time to time. The Parties acknowledge that, at the time of execution of this Agreement, the Code prohibits banner signs in the CITY, and no signs shall be installed on any CITY property unless the Code is amended to authorize such signage. Notwithstanding anything stated herein to the contrary, the placement and location of all signs shall be subject to CITY approval, which LICENSEE shall obtain before installing any signs within the CITY. The CITY reserves the right, in its sole discretion, to deny or reject any sponsorship or signage that is determined by the CITY not to be in its best interests.

4.16 The LICENSEE shall notify the Parks and Recreation Department of any damage, vandalism, needed repairs, or safety issues at their respective parks as soon as possible, not later than the next day.

4.17 In the event of any damage outside of normal wear and tear caused by the LICENSEE or any of its employees, volunteers, coaches, and officials the LICENSEE shall be responsible for restoring the Property or any other damaged area to its pre-existing condition before the damage. LICENSEE shall notify the CITY of any damage pursuant to this section prior to performing any repairs, and any repairs conducted by the LICENSEE shall be subject to all applicable permitting and procurement requirements.

4.18 The LICENSEE shall immediately notify the Parks and Recreation Department of any alcoholic beverages or illegal drugs known to be consumed on City property or in City facilities.

4.19 LICENSEE is required to pull a special event permit for all events (other than regular season games and season finals, such as but not limited to evaluations, opening/closing ceremonies) that require any additional equipment being brought into the park (including, but not limited to, bounce houses, food trucks, tents, stages, etc.). All special events must first receive written approval from the Director of Parks and Recreation and must be coordinated with the City before being forwarded to the City Clerk's office for processing.

4.20 LICENSEE agrees to encourage EKG screenings for all participants prior to their participation in any program that requires physical exertion.

4.21 Concession Stands.

4.21.1 CITY shall provide LICENSEE with access to concession stand facilities. The CITY will endeavor to manage the temperature within such facilities through reasonably available methods. All equipment within the concession stand facilities at the time of the execution of this Agreement shall be conveyed to the LICENSEE, as-is. LICENSEE shall be responsible for operating, maintaining and replacing, from concession stand revenue, all equipment within the concession stand facilities.

4.21.2 LICENSEE shall provide concession services from a Health Department certified food handler and inspection. Concession handler should maintain the concession area, during the use thereof. The LICENSEE shall maintain and replace equipment as needed. Concessionaire will also inspect the bathroom next to the concession area at least twice a day on the days the concession area is open and immediately notify the City of any maintenance or upkeep needs at such facilities. LICENSEE shall further ensure that all concession stands are cleaned at the completion of every day after use. LICENSEE shall maintain an inspection log detailing the concession stand cleaning schedule and maintenance schedule of all appliances contained within the concession stand. A copy of the inspection log shall be provided to the CITY quarterly. A copy of the food handler's Health Department certification shall be further provided to the City annually.

4.22 Compliance with Audit Report.

4.22.1 Audit Report. Pursuant to Section 6.3 of the Original Agreement, the CITY engaged Winks Ledger to audit the LICENSEE's financial operations. The resulting audit report, dated May 18, 2026 (the "Audit Report"), is attached as Exhibit "E" and incorporated herein by reference.

4.22.2 Compliance Deadline. The LICENSEE shall comply with all high-priority recommendations set forth in the Audit Report no later than April 28, 2027 (the "Compliance Date"). The LICENSEE shall further work diligently to comply with all recommendations set forth in the Audit Report by the Compliance Date; however, the Parties agree that the high priority items are of critical importantance and shall be completed by such date.

4.22.3 Failure to Comply. If the LICENSEE has not complied with all such recommendations by the Compliance Date, this Agreement shall terminate immediately, unless the CITY, in its sole discretion, extends the Compliance Date in writing.

4.22.4 Determination of Compliance. The CITY shall be the sole arbiter of whether the LICENSEE has complied with the Audit Report recommendations by the Compliance Date.

ARTICLE 5
OBLIGATIONS OF THE CITY

5.1 The City shall provide routine maintenance of the facilities and shall supply adequate facilities throughout the regular season, post season, practices, and games, subject to budgetary considerations.

5.2 The CITY will provide athletic field lighting for activities described herein, accommodating scheduled games and practices previously approved by the Director of Parks and Recreation.

5.3 The City may limit, if necessary, the use of the facilities to prevent overuse, misuse, or abuse of facilities, subject to the City's sole discretion.

5.4 The City reserves the right to determine the suitability of any particular facility for use under this Agreement. The City shall bear no responsibility, nor shall the LICENSEE seek any redress for its inability to use a facility as provided herein when, in the reasonable determination of the City, a facility (or facilities) is deemed unsuitable for use for any period. The City shall take such action as is necessary to prevent misuse of the facilities and misconduct by participants.

5.5 The City may, through the Director of Parks and Recreation, issue keys or card access to a City recreation facility to an authorized representative of the LICENSEE. Duplication of keys by the

authorized representative is prohibited and will result in the revocation of all key privileges and the changing of all affected locks.

5.6 The CITY, in conformance with establish practices will coordinate with the School Board of Broward County ("SBBC") to facilitate the LICENSEE's use of SBBC facilities for basketball programs pursuant to the Reciprocal Use Agreement between the CITY and the SBBC, dated April 19, 2022, as may be amended from time to time.

ARTICLE 6
ORGANIZATIONAL STATUS AND GOVERNING REGULATIONS OF LICENSEE

6.1 LICENSEE must be maintained as a 501(c)(3) not-for-profit organization and must comply with all regulations, as may be amended, required to keep said status. It is the CITY's expectation that a majority of the LICENSEEE's board shall be comprised of CITY residents. LICENSEE shall provide the CITY with a copy of all bylaws and governing documents, including any amendments thereto.

6.2 LICENSEE shall conduct at least two (2) board meetings which are opened to the public annually. LICENSEE shall notify all registered participants and parents of registered participants of the LICENSEE and the CITY of the date, time, location, and purpose of the public meeting at least three (3) days before the scheduled meeting date. In addition, the LICENSEE shall hold a meeting annually to elect and maintain a governing Board of Directors. Official minutes shall be recorded at each board and general meeting, and a copy shall be made available to the CITY upon request. The LICENSEE shall advise the Parks and Recreation Director in writing of the names and contact information of the Board of Directors and the dates of all general and board meetings.

Upon execution of this Agreement, the LICENSEE shall grant to the City one (1) club membership for one (1) individual CITY staff member, to be designated from time to time by the City Manager, to serve as an *ex officio* member of the LICENSEE's board of directors. The City's representative should have the right to attend all general meetings and board meetings of the LICENSEE's Board of Directors. Notwithstanding anything contained hereto to the contrary, all general meetings of the Board of Directors shall be open to the public.

6.3 Thirty (30) days after the end of the LICENSEE's fiscal year, LICENSEE, at its sole cost and expense, must provide to the CITY annual financial documentation to include 501(c)(3) Status, Year End Balance Sheet, Cash Flow Report, and LICENSEE's proposed next year operating budget. Upon request by the CITY, LICENSEE shall provide documentation reflecting the financial information of each one of the LICENSEE's programs (i.e., recreational and travel/competitive separately), as well as the annual gross revenue that the LICENSEE receives from concession services. The CITY, at its sole discretion and the CITY's sole expense, may require a certified financial audit. The CITY will determine the scope of such an audit if needed. LICENSEE must also provide the number of children and adults served the number of volunteers, and the financial conditions of the LICENSEE, including all revenues and expenditures. The intent of this provision is to ensure that any and all financial records of the LICENSEE shall be retained

for a period of not less than five (5) years and shall be open for public inspection pursuant to the same standards of Chapter 119, F.S.

The LICENSEE, within thirty (30) days of filing, will provide the CITY with a copy of the LICENSEE's tax return.

6.4 Upon request by the CITY, LICENSEE must provide an Annual Report to the CITY. Such report must illustrate and describe LICENSEE's financial statements, which shall include individual financial statements for each of LICENSEE's programs, i.e., recreational and travel/competitive, liabilities, assets, revenue, activities, and the name and contact information for the commissioner of each Program. Such Annual Report must also provide a list of members of the board of directors, including names and telephone numbers, and a report detailing the number and types of events of the previous year.

6.5 LICENSEE shall comply with all the Federal Tax Code's applicable and governing provisions and provide the Director of Parks and Recreation with a copy of all annual IRS filings.

6.6 LICENSEE shall adopt and strictly enforce a Players and Coaches Code of Conduct as applicable to all officers, coaches, and players. The Director of Parks and Recreation shall be provided with a copy of the code of conduct. The code of conduct shall include minimum guidelines to discipline any member for violating the Code of Conduct. LICENSEE agrees to maintain standards of conduct, disciplinary penalties, and action, as necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees, and other park patrons.

6.7 LICENSEE agrees to notify the CITY of any and all proposed changes to the programs, schedules, marketing materials, or any other relevant change that involves LICENSEE's participants, coaches, employees, or volunteers for review and approval by the CITY at least fourteen (14) calendar days prior to any changes being made by LICENSEE. LICENSEE shall establish a point of contact to meet with the Director of Parks and Recreation regularly to discuss contract deliverables and program matters as often as deemed necessary by the Director of Parks and Recreation.

6.8 LICENSEE agrees to monitor and regulate all program participants, including, but not limited to, LICENSEE's staff, instructors, volunteers, program participants, guests, and invitees while at any property listed on Exhibit "A" and during any activities organized by LICENSEE on any such property.

6.9 LICENSEE shall not engage in any for-profit or fundraising activities that require the use of the Property unless otherwise approved in writing by the CITY.

6.10 LICENSEE does not have the authority to sublease a facility to any other group or organization, including but not limited to sports camps and private instructors. Sports camps, private instructors, tournaments, etc., shall contract directly with the City. The LICENSEE's insurance policy must cover all activities programmed by the LICENSEE, and the CITY must be listed as an additional insured. Nothing contained in this Agreement shall limit the City's right or

ability to lease any facility, or any portion thereof, to a third party for an activity or event approved by the City.

6.11 LICENSEE shall have a representative readily available who thoroughly understands the activities and uses of the Property pursuant to this Agreement, and who shall, as the LICENSEE's Agent, supervise, direct, and otherwise conduct the activities and use of the Property under this Agreement. LICENSEE's agents, representatives, and employees shall serve the public in a courteous, helpful, and impartial manner.

6.12 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer of LICENSEE from providing Services under this Agreement.

6.13 LICENSEE shall include a privacy policy agreement on its registration forms that specifies what personal data is collected from registrants and what is done with it. The privacy policy agreement shall be included in any document or website registration application that collects personal information. LICENSEE and the CITY agree that the sale, transfer, or sharing of personal data from registrants to third parties is prohibited unless agreed to by the registrant or required by law.

6.14 The LICENSEE is prohibited from making the registration in any of LICENSEE's programs contingent on any third or outside party transaction.

6.15 Purchasing. LICENSEE shall establish purchasing guidelines to govern the purchase of all goods and services by the LICENSEE. Such guidelines shall include, at a minimum, a requirement that all purchases over $10,000 only occur after LICENSEE has received at least three (3) written quotes for the goods or services being procured. LICENSEE shall obtain such written quotes for purchases no less frequently than every three (3) years. In addition, no voting member or relative of a voting member of LICENSEE shall, directly or indirectly, purchase, rent or lease any realty, goods or services for LICENSEE from any business entity of which the voting member or relative is an officer, partner, director, or proprietor, or in which the member or the member's relative has a material interest. For purposes of this section, "relative" shall be defined in accordance with Sec. 112.3135, F.S., as may be amended from time to time.

6.16 Political Activity. In accordance with the Internal Revenue Code, as a 501(c)(3) organization, LICENSEE is prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. Contributions to political campaign funds or public statements of position (verbal or written) made on behalf of the organization in favor of or in opposition to any candidate for public office violate the prohibition against political campaign activity.

The LICENSEE shall immediately suspend any member who violates this requirement in his/her official capacity. This includes, but is not limited to Board members, sports commissioners, coaches, referees, concession stand employees and anyone else holding an official role on behalf of the LICENSEE while serving in their official capacity. This further relates to the use of public property and organizational communications tools and proprietary lists for campaign purposes.

If a violation of this section occurs, the LICENSEE shall immediately notify the City Manager and City Attorney. Upon learning of a possible violation from the LICENSEE or other source, the City Attorney may report the incident and related details to the appropriate investigative authorities. Further, the violation shall be placed by the City Manager on the soonest City Commission agenda to determine if the issue warrants a violation of this Agreement, which may result in further action or termination of the Agreement.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

7.1 LICENSEE shall indemnify and hold harmless the CITY and its officers, employees, elected officials, agents, and instrumentalities from any liability, losses, injuries (including death), claims (including allegations of sexual abuse), or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, elected officials, 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 LICENSEE or its employees, agents, servants, partners principals or subcontractors. Notwithstanding anything herein to the contrary, damage to property or injury or damage due to the CITY'S negligence, misconduct or breach of this agreement or failure to maintain the property and fields shall the CITY'S responsibility. The LICENSEE 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 LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LICENSEE 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.

The Parties agree that the CITY is not responsible for any individuals participating in the LICENSEE's programs conducted pursuant to this agreement. At the LICENSEE's written request, the CITY agrees to assert the public records exemption applicable to "government sponsored recreation programs," as set forth in Sec. 119.071(5), F.S., as it relates to participants in the LICENSEE's programs. Notwithstanding this assertion, the Parties agree that the CITY is not assuming responsibility for any participants in the LICENSEE's programs and the LICENSEE hereby specifically indemnifies the CITY and holds the CITY harmless against any liability resulting from the assertion of such exemption.

7.2 LICENSEE shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been confirmed by the CITY, nor shall the LICENSEE allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Parks and Recreation Director before the commencement of this Agreement. Policies shall be

issued by companies authorized to do business under the laws of the State of Florida. According to the latest edition of Best's Insurance Guide published by A.M. Best Company, the insurance company rated no less than "A" as management and no less than "Class VI" as to financial strength.

7.4 Policies shall be endorsed to provide the CITY 30-day cancellation notice, or the LICENSEE shall obtain a written Agreement from its Agent to provide the CITY 30-day cancellation notice.

7.5 Insurance shall be in force until all obligations under the terms of the Agreement are 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 LICENSEE shall furnish, at least ten (10) days before 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 not commence nor continue to provide 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.

7.6 REQUIRED INSURANCE

7.6.1 LICENSEE shall obtain 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 - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Contract.

Sexual abuse may not be excluded from any policy.

LICENSEE’s insurance policies shall not have an exclusion for athletic participation injuries.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.6.2 LICENSEE shall obtain Worker's Compensation and Employers Liability Insurance covering all LICENSEE employees and/or volunteers engaged in the performance of the scope of work associated with this Agreement. If any work is sublet, the LICENSEE shall require the subcontractor similarly to provide Worker's Compensation Insurance for all it’s employees unless

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the protection afforded by the LICENSEE covers such employees. Coverage for the LICENSEE 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 – Not applicable
2. Employers Liability: Coverage B -$500,000 Each Accident $500,000 Disease – Policy Limit $500,000 Disease – Each Employee

If LICENSEE claims to be, exempt from this requirement. LICENSEE shall provide CITY proof of such exemption along with a written request for CITY to exempt LICENSEE, written on LICENSEE letterhead.

7.6.3 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. Golf carts - $ _____

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability of no less than $1,000,000 per wrongful act.

7.6.5 Participants' Accidental Medical Insurance for no less than $25,000.

7.6.6 When applicable, Hosted Tournament Coverage with limits of no less than $1,000,000 per occurrence. Coverage must be included for both participant's and spectators' medical payments. The City of Cooper City must be included as an Additional Insured for this coverage.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an additional insured on each of the general liability policies required herein.
7.7.2 Waiver of all Rights of Subrogation against the CITY.
7.7.3 30-Day Notice of Cancellation or non-renewal to the CITY.
7.7.4 LICENSEE’s policies shall be Primary and Non-contributory.
7.7.5 All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY.

7.8 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY.

7.9 LICENSEE 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 because of claims for damages to persons, Property, or premises arising out of the services provided hereunder.

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7.10 Any insurance required of the LICENSEE pursuant to this Agreement must also be needed for 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 subcontractor shall maintain such policies during the term of this Agreement.

7.11 CITY reserves the right to require any other reasonable and available types of insurance coverage and/or higher liability limits it deems necessary based on the nature of work performed under this Contract.

ARTICLE 8
VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising from this Agreement shall be in Broward County, Florida.

ARTICLE 9
SIGNATORY AUTHORITY

LICENSEE shall provide CITY with copies of requisite documentation evidencing that the signatory for LICENSEE has the authority to enter into this Agreement.

ARTICLE 10
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between LICENSEE and CITY, and 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.

ARTICLE 11
BANKRUPTCY

It is agreed that if LICENSEE is adjudged bankrupt, either voluntarily or involuntarily, this Agreement shall terminate effective on the date and when the bankruptcy petition is filed.

ARTICLE 12
PUBLIC RECORDS

12.1 Public Records: The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. LICENSEE shall comply with Florida's Public Records Law. Specifically, the LICENSEE shall:

12.1.1 Keep and maintain public records required by the City to perform the service;

12.1.2 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;

12.1.3 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

12.1.4 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.

12.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
tallen@coopercity.gov

ARTICLE 13
MISCELLANEOUS

13.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement remain the Property of CITY, whether or not the project for which they are made is completed.

13.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

13.3 **Records.** LICENSEE shall keep such records and accounts and require any subcontractors to keep records and accounts as necessary to record complete and correct entries as to personnel hours charged to this engagement, as well as any expenses for which LICENSEE expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY. They shall be kept for ten (10) years after completing all work to be performed pursuant to this Agreement, or as otherwise required by Florida law.

13.4 **Assignments; Amendments.** This Agreement and any interests herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by LICENSEE without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of LICENSEE shall constitute an assignment that 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 equal dignity.

13.5 **No Contingent Fees.** LICENSEE warrants that it has not employed or retained any company or person other than a bona fide employee working solely for LICENSEE 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 LICENSEE 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.

13.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be provided 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. The places for giving notice shall remain such until 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 notice:

CITY Alejandro I. Rey, City Manager
City of Cooper City
9090 SW 50 Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300
arey@coopercity.gov

Copy To: Jacob 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
jhorowitz@gorencherof.com

LICENSEE _____ President
The Optimist Club of Cooper City, Inc.
10500 Stirling Road
Cooper City, FL 33024
Telephone No:
E-Mail:

13.7 **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.

13.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

13.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. If not physically attached, the exhibits should be treated as part of this Agreement and incorporated herein by reference.

13.10 **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.

13.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

13.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be constructed 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.

13.13 **Disputes**. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

13.14 **Attorney's Fees.** If either party sues 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.

13.15 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall to the best of its ability, protect CITY's Property from damage on account of the work being carried on under this Agreement, however, the CITY shall remain obligated for its repair and maintenance obligations stated in this agreement..

13.16 **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.

13.17 **Exclusive Use Agreement:** On February 23, 1993, the CITY and the LICENSEE entered into an Exclusive Use Agreement, whereby the CITY granted the LICENSEE the right to enter specific real Property and construct and maintain a building thereon to be used as a meeting location, storage facility, and concession stand. On June 14, 2022, the Parties executed the First Amendment to the Exclusive Use Agreement, thereby extending the term thereof through February 22, 2053. A copy of the Exclusive Use Agreement, as amended, is attached hereto as Exhibit "D" and incorporated herein. As of the effective date of this agreement, Resolution _____ shall be null and void and of no further force or effect.

The Exclusive Use Agreement, as amended, shall terminate immediately upon termination of this Facility Use Agreement. Upon termination, the LICENSEE shall return the Property described in Exhibit "D" to the CITY in the same condition that it was received at the commencement of the Exclusive Use Agreement, less wear and tear unless otherwise agreed to by the Parties. If the CITY permits any improvements to remain on the Property at the termination of this Agreement, such improvements shall become the Property of the City. The Exclusive Use Agreement shall remain in full force and effect unless specifically amended herein. In the event of any conflicts between this Agreement and the Exclusive Use Agreement, this Agreement shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST: **CITY**

_____ BY:_____

TEDRA ALLEN
CITY CLERK

ALEJANDRO I. REY
CITY MANAGER

APPROVED AS TO FORM BY:_____

MAYOR JAMES CURRAN

_____

OFFICE OF THE CITY ATTORNEY

LICENSEE

Witnesses:

OPTIMIST CLUB OF COOPER CITY INC.

_____

BY: _____

Print Name: _____

Title: _____

_____

Print Name

_____

_____

Print Name

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STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of THE OPTIMIST CLUB OF COOPER CITY, INC.,, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of THE OPTIMIST CLUB OF COOPER CITY, INC.s 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 _____, 2025.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

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Exhibit A
Use of Property

This Exhibit contains the scope and requirements of the activities and field usage under this Agreement with the LICENSEE.

The CITY grants to the LICENSEE a non-exclusive license for the use of the Properties to operate the following permitted sports programs pursuant to this Agreement:

1. Travel Baseball - Youth
2. Recreational Baseball - Youth
~~3. Cheerleading - Youth~~
~~4.~~3. Travel Soccer - Youth
~~5.~~4. Recreational Soccer - Youth
~~6.~~5. Basketball - Youth
~~7.~~6. 5 on 5 Flag Football - Youth
~~8.~~7. Sand Volleyball - Adults
~~9.~~8. Sand Volleyball - Youth
~~10.~~9. 5 on 5 Soccer - Youth
~~11.~~10. Flag Football – Youth
~~12.~~11. Travel Softball – Youth
~~13.~~12. Softball – Youth

The CITY shall have the right to add additional sports program to this list of approved sports from time to time. The CITY may remove any one (1) of the sports listed above. The LICENSEE may remove sports programs from this list of approved sports by providing written notification to the CITY no less than one hundred twenty (120) days before the commencement of registration for the program that the LICENSEE intends to remove.

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows, subject to the provisions outlined in this Agreement:

1. *Bill Lips Sports Complex – 11700 SW 49th Place, 33330*
2. *Cooper City Sports Complex – 10300 Stirling Road, 33026*
3. *Flamingo West Park – 6201 S. Flamingo Road, 33029*

Need to separate these facilities and reference the agreement with the school board.

4. *Pioneer Middle School – 5350 SW 90th Avenue, 33028*
5. *Cooper City High School – 9401 Stirling Road, 33328*
6. *Griffin Elementary School – 5050 S.W. 115th Avenue 33330*

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Exhibit B

Fee / Rental Schedule

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Exhibit C
City of Cooper City Volunteer Background Checks and Photo Identification Badge Enforcement Policies and Procedures

Subject to the provisions of Section 4.6 of this Agreement, which requires specific individuals to undergo a Level II background screening pursuant to Section 943.0438, F.S., all other volunteers, coaches, and others who have access to youth pursuant to this Agreement shall undergo a Level II background screening pursuant to Section 435.03 of the Florida Statutes. The Background Check policy applies to all athletic coaches, as defined by the Statute.

City's Enforcement of Ordinance:

In collaboration with the LICENSEE, the City of Cooper City Parks and Recreation Department staff will monitor activity and randomly monitor all volunteers (i.e., coaches, instructors, managers, board members, and other volunteers). The LICENSEE is required to monitor all volunteers and coaches before the start of each game. If the staff/officials do not see the photo identification badge visible, the staff/officials will request that the volunteer produce the photo identification badge. All volunteers must show their photo ID badge if asked for by a staff member, police officer, or elected official. If the volunteer cannot produce a photo ID badge, then the following specific measures will be taken:

If a volunteer does not have his/her photo ID badge visible or in its possession, and fails to produce a photo ID badge if requested by staff/officials: the volunteer will be asked to provide pertinent information (name, team, sport), the volunteer will be reported to the LICENSEE .

All Youth League Organizations will receive a copy of this enforcement plan and should inform all volunteers of these requirements.
For more information, please get in touch with the City of Cooper City:
Parks and Recreation Director Stacie Weiss
(954) 434-4300

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EXHIBIT D
Exclusive Use Agreement, as amended

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~~CITY OF COOPER CITY~~
~~LICENSEE~~
AMENDED AND RESTATED FACILITY USE AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2026~~5~~, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of 9090 S.W. 50 Place, Cooper City, Florida 33328, hereinafter referred to as "CITY," and

THE OPTIMIST CLUB OF COOPER CITY, INC., a nonprofit corporation authorized to do business in the State of Florida, with a business address of 10500 Stirling Road, Cooper City, 33026**,** hereinafter referred to as "LICENSEE." CITY and Licensee may be collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the CITY owns, operates and maintains specific athletic fields and buildings within the City intended for recreational purposes; and,

WHEREAS, the relationship between the CITY and the LICENSEE has~~ds~~ historically been governed by Resolution No. 12-7-5, dated July 30, 2012, as amended; and

WHEREAS, on June 27, 2025, the Parties entered into a Facility Use Agreement, thereby redefining the relationship between the Parties and establishing terms and conditions for the LICENSEE's use of the CITY's athletic fields and facilities (the "Original Agreement"); and

WHEREAS, the Original Agreement was terminated by the City for convenience, effective October 12, 2026; and

WHEREAS, the Parties now desire to enter into this amended and restated ~~a written~~ agreement providing for the LICENSEE's continued use of certain athletic fields and buildings for recreational purposes consistent with the terms and conditions set forth herein; 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
PREAMBLE

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

ARTICLE 2
TERM AND TERMINATION

2.1 The term of this Agreement shall commence on ~~June 11, 2025~~October 28, 2026, and terminate on June 30, 2030 (the "Initial Term.").

2.2 The Agreement will automatically renew for additional five (5) year periods upon the same terms and conditions, unless terminated by either party pursuant to this Article.

2.3 *Termination:* This Agreement may be terminated by the CITY for default due to LICENSEE's failure to operate under the terms and conditions set forth herein. In the event of a default by the LICENSEE, the CITY shall provide the LICENSEE with written notice of any failure to operate under terms and conditions of this Agreement within ten (10) days said of action, and the LICENSEE shall be given at least thirty (30) days to cure the aforementioned default prior to a recommendation for termination being placed on a City Commission meeting agenda. CITY shall give LICENSEE no less than fourteen (14) days' advanced written notice of the City Commission meeting at which such recommendation for termination shall be determined. Additional time to cure any default may be granted by the CITY, in its sole discretion, if LICENSEE is diligently pursuing corrective action of said failure perform or observe any terms or provisions.

Additionally, the CITY may terminate this Agreement for convenience by providing the LICENSEE with no less than forty-five (45) days' written notice or notice of termination to be effective at the end of any existing season, whichever is shorter. If the CITY terminates this Agreement for convenience, LICENSEE shall be able to complete any youth sports programs that have commenced when written notice of termination has been received, including any programs that have completed registration. LICENSEE shall not begin registration for any youth sports programs following the receipt of notice of termination by the CITY pursuant to this section. In the event of a termination for convenience pursuant to this section, the CITY shall reimburse the LICENSEE for any equipment purchased and reasonable expenses incurred by LICENSEE within six (6) months prior to the CITY's issuance of a notice of termination. The intent of this provision is to ensure that if the CITY terminates this Agreement for convenience, such termination shall not disrupt any ongoing sports program that is in progress at the time of such termination by the CITY.

2.4 In June of every year, the Parties shall meet, in good faith, to discuss the performance of each party under this Agreement. At that meeting, the City may recommend reasonable amendments to this Agreement, subject to the LICENSEE's approval, which shall not be unreasonably withheld. Any amendments shall be evidenced by a written amendment to this Agreement.

ARTICLE 3
USE OF PROPERTY

3.1 The CITY hereby grants to the LICENSEE a non-exclusive license for the limited use of the "Property" listed in Exhibit "A." Use of the Property by the LICENSEE for any other activity(ies) is subject to the prior written approval of the City Manager or his or her designee. Approval shall

be at the sole discretion of the City Manager and shall be requested in writing at least thirty (30) days before the date scheduled for the event. Notwithstanding anything contained herein to the contrary, the CITY shall have the right to authorize third parties to utilize the Properties for weekend tournaments or other temporary programs.

3.2 The Parties agree that special events sponsored by the CITY shall have priority for the use of the Property. The Parks and Recreation Department will notify LICENSEE a minimum of sixty (60) days in advance of all special events, provided it does not conflict with previously scheduled activities.

3.3 Notwithstanding anything contained hereto to the contrary, nothing in this Agreement is intended to apply to any camp programs, including specialized camps or summer camp programs otherwise approved by the CITY. Further, this Agreement is solely intended to authorize the use of the CITY facilities by the LICENSEE, as set forth herein. Any other organizations affiliated with the LICENSEE or any of its members shall require a separate agreement with the CITY in order to utilize CITY facilities.

ARTICLE 4
OBLIGATIONS OF THE LICENSEE

4.1 The LICENSEE and the CITY shall attempt to maximize the participation of Cooper City residents in all of their programs. The following conditions shall apply to the registration of all programs sponsored by the LICENSEE:

- Residents shall not be denied a spot on any recreational program provided they register within the open registration period.
- Residents who wish to participate in Travel sports that meet the performance criteria, as determined by the assigned LICENSEE Travel Coach, shall not be denied a spot.
- Residents shall receive early notification of the registration process and shall be allowed to pre-register for all sports and activities operated by the Licensee.
- All non-resident participants shall pay a field usage surcharge at the time of registration as determined by the CITY, subject to Article 4.13. .
- Participants shall utilize a CITY- provided software for registration of all players and coaches. The City shall collect a registration fee for all resident participants; and a registration and field usage fee through the software program from each non-resident participant as determined by the CITY and as referenced in section 4.13.
- The LICENSEE shall utilize a CITY provided software for registration of all players and coaches, field assignments, payments, provide notifications and alerts to the participants, outside tournaments and background checks tracking. The intent of this Article is to provide for the uniform registration of all participates through the City-provided software, and the Parties shall coordinate in good faith to ensure a seamless registration process for all participants. The Parties will work in good faith to ensure a seamless transition to the

CITY-provided software for all registration. This may include the initial registration of one sport through the CITY's software with the intent of all registrations being processed through the CITY-provided software.

- To avoid confusion, the Parties agree that the intent of the CITY-provided software is to ensure that all registration fees, field usage fees, banner and team sponsorships and field rental fees are collected by the CITY. LICENSEE shall not receive remuneration from any third parties for field usage. All funds collected by the CITY and due to the LICENSEE shall be promptly remitted to the LICENSEE or deposited directly into the LICENSEE's bank account. The Parties shall work together in good faith to ensure a timely allocation of funds to each party and a proper accounting of all funds collected through the CITY-provided software system.

4.2 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable, including all City Park rules and regulations as they may be modified from time to time.

4.3 The LICENSEE agrees that it shall be solely responsible for all costs and expenses associated with, or as a result of the operation of its programs under this Agreement excluding, but not limited to, building maintenance, field maintenance, cleaning and maintenance of the restroom facilities, structural and roof repairs to all concession stands, field equipment maintenance (ie nets, goals batting cages, l-screens, etc.) at the Sports Complexes as referenced in exhibit A; and further agrees that it shall be responsible for obtaining any licenses, permits, or certificates required to operate under this Agreement, including the cost associated therewith unless waived by the City; subject to Article 5 of this Agreement. Notwithstanding the foregoing, the LICENSEE shall conduct regular inspections of the restroom adjacent to the concession facilities, and shall immediately notify the City of any maintenance or upkeep needs at such facilities.

The Licensee may, at the CITY's sole discretion be provided access to and granted permission to store equipment within City facilities at the Sports Complexes.

4.4 The LICENSEE agrees that it shall not discriminate against any person based on race, color, religion, sexual orientation, gender, or gender identity in its use of the facilities above.

4.5 The LICENSEE agrees that it shall not make, or permit to be made, any improvements that required a building permit or improvements to the facilities listed in Exhibit A, except upon written approval of the City. Any improvements, changes or modifications approved by the City shall remain as part of the facility and the Property of the CITY at the end of the term of this Agreement. Naming of CITY facilities is subject to Sec. 2-8 of the CITY's Code of Ordinances, and nothing in this Agreement is intended to authorize the LICENSEE to name or rename any CITY facilities.

4.6 LICENSEE shall comply with Sec. 943.0438, F.S. (the "Statute), as may be amended from time to time. More specifically, LICENSEE shall ensure that all "athletic coaches," as defined by the Statute have completed and passed a Level II background screening pursuant to Section 435.04, F.S. before LICENSEE's use of the Property under this Agreement. Effective on the

implementation of the State Clearinghouse, the CITY will take responsibility for conducting the Level II background checks for all sports commissioners, board members, volunteers, officials, concessionaires and coaches. Any person who is deemed eligible to volunteer ("Covered Individual") will receive a City of Cooper City Volunteer Identification Card issued by the City in accordance with Exhibit C.

In its sole discretion, the City may request other individuals to undergo a Level II background screening before engaging in activities pursuant to this Agreement. Unless otherwise agreed to by the Parties, the LICENSEE shall be responsible for the cost of all background screening required pursuant to this section.

4.7 LICENSEE shall require all coaches, managers, officials, and volunteers associated with the operations of programs or activities for the LICENSEE to possess an official City of Cooper City Volunteer Identification Card while on the Property. Failure to possess the identification card, while in direct contact with Program participants, guests, or attendees may result in the coach, manager, or volunteer being denied access to participate in the Program. City must provide all coaches, managers, or volunteers with the Photo Identification Badge Enforcement Policies and Procedures, attached as Exhibit "C" and as approved by the City.

4.8 The LICENSEE shall provide a calendar of activities for each specific sports activity to the Director of Parks and Recreation for approval. Each calendar shall be due to the Director no later than twenty (20) business days before the opening registration date and shall include, at a minimum: a) Beginning and ending registration dates; b) Beginning practice dates; c) Beginning game dates; d) Scheduled end of season; e) Requested tournament dates; f) Approximate number of teams in the appropriate divisions of each activity. The Director of Parks and Recreation shall provide comments or approval of the proposed calendar within ten (10) days of receipt and will determine the number of participants that can be accommodated in each program. No unapproved or unscheduled events shall take place on the City Property. The Director of Parks and Recreation, or his/her designee, may stop any games or events not previously approved.

4.8.1 The LICENSEE must submit to the Director of Parks and Recreation, in writing, at least ten (10) business days before scheduled games, actual field dimensions and set up desired for play. Failure to submit the required information may result in a delay in holding the scheduled game(s). These delays will not extend the season. The CITY shall be responsible for preparing the fields, moving goals and equipment as required for each game, unless specifically authorized in writing by the Parks and Recreation Director.

4.8.2 LICENSEE shall provide revisions to the calendar to the Director of Parks and Recreation pursuant to Section 6.8.

4.8.3All games/events that need to be re-scheduled shall require LICENSEE to provide the time, date, and location with no less than a 24-hour notice to the CITY.

4.8.4 The City will require the LICENSEE to cover all staffing costs for tournaments in addition to the field rental cost in accordance with the schedule provided in Exhibit "B."

4.9 The CITY will require field shutdown periods during the year for field restoration and renovation. The CITY shall provide LICENSEE with no less than 30 days' notice of field shutdown periods for any shutdown greater than three (3) days. Notwithstanding the foregoing, the CITY may immediately shut down any field that it is deemed by the CITY to be a safety issue or unforeseen issue that requires immediate attention to protect the safety and welfare of the users of such field. The LICENSEE must coordinate the schedule for each season with the Parks and Recreation Department to accommodate this mandatory field shutdown. Upon receipt of a notification of a shutdown pursuant to this section, LICENSEE shall immediately notify its membership of the shutdown.

4.10 The Licensee shall be required to establish and provide recreational teams for each sport and each season, as listed on Exhibit "A," as may be added by the CITY from time to time.

4.11 LICENSEE shall not allow coaches, managers, or volunteers to be compensated, either directly or indirectly, without prior written approval from the CITY. Notwithstanding the foregoing, no board member nor relative of any LICENSEE board member shall receive compensation for any services rendered pursuant to this Agreement, with the exception of referees or umpires. For purposes of this section, "relative" shall be as defined in Sec. 112.3135, F.S., as may be amended from time to time. A registration discount offered to coaches shall not be considered prohibited compensation pursuant to this section.

4.12 LICENSEE will establish, following the end of the official registration period for recreational sports programs, two (2) distinct sign-up waiting lists. One list will be for residents and the second for non-residents. With each available opening in a program, the resident's waiting list will be exhausted before contacting any non-resident. Further, the resident list shall be exhausted in the following order:

4.12.1 First - prior participants in the Program:
4.12.2 Second - persons who have not previously participated

4.13 Children of CITY employees, coaches and BSO personnel assigned to Cooper City, will be processed as part of the residents' priority group.

4.14 LICENSEE will always follow the City's Lightning Prediction System policy.

4.15 LICENSEE shall not hang any signs on CITY property without the written approval of the Director of Parks and Recreation. All approved signs shall be subject to Chapter 25, Article 2 of the City's Code of Ordinances (the "Code"), as may be amended from time to time. The Parties acknowledge that, at the time of execution of this Agreement, the Code prohibits banner signs in the CITY, and no signs shall be installed on any CITY property unless the Code is amended to authorize such signage. Notwithstanding anything stated herein to the contrary, the placement and location of all signs shall be subject to CITY approval, which LICENSEE shall obtain before installing any signs within the CITY. The CITY reserves the right, in its sole discretion, to deny or reject any sponsorship or signage that is determined by the CITY not to be in its best interests.

4.16 The LICENSEE shall notify the Parks and Recreation Department of any damage, vandalism, needed repairs, or safety issues at their respective parks as soon as possible, not later than the next day.

4.17 In the event of any damage outside of normal wear and tear caused by the LICENSEE or any of its employees, volunteers, coaches, and officials the LICENSEE shall be responsible for restoring the Property or any other damaged area to its pre-existing condition before the damage. LICENSEE shall notify the CITY of any damage pursuant to this section prior to performing any repairs, and any repairs conducted by the LICENSEE shall be subject to all applicable permitting and procurement requirements.

4.18 The LICENSEE shall immediately notify the Parks and Recreation Department of any alcoholic beverages or illegal drugs known to be consumed on City property or in City facilities.

4.19 LICENSEE is required to pull a special event permit for all events (other than regular season games and season finals, such as but not limited to evaluations, opening/closing ceremonies) that require any additional equipment being brought into the park (including, but not limited to, bounce houses, food trucks, tents, stages, etc.). All special events must first receive written approval from the Director of Parks and Recreation and must be coordinated with the City before being forwarded to the City Clerk's office for processing.

4.20 LICENSEE agrees to encourage EKG screenings for all participants prior to their participation in any program that requires physical exertion.

4.21 Concession Stands.

4.21.1 CITY shall provide LICENSEE with access to concession stand facilities. The CITY will endeavor to manage the temperature within such facilities through reasonably available methods. All equipment within the concession stand facilities at the time of the execution of this Agreement shall be conveyed to the LICENSEE, as-is. LICENSEE shall be responsible for operating, maintaining and replacing, from concession stand revenue, all equipment within the concession stand facilities.

4.21.2 LICENSEE shall provide concession services from a Health Department certified food handler and inspection. Concession handler should maintain the concession area, during the use thereof. The LICENSEE shall maintain and replace equipment as needed. Concessionaire will also inspect the bathroom next to the concession area at least twice a day on the days the concession area is open and immediately notify the City of any maintenance or upkeep needs at such facilities. LICENSEE shall further ensure that all concession stands are cleaned at the completion of every day after use. LICENSEE shall maintain an inspection log detailing the concession stand cleaning schedule and maintenance schedule of all appliances contained within the concession stand. A copy of the inspection log shall be provided to the CITY quarterly. A copy of the food handler's Health Department certification shall be further provided to the City annually.

4.22 Compliance with Audit Report.

4.22.1 Audit Report. Pursuant to Section 6.3 of the Original Agreement, the CITY engaged Winks Ledger to audit the LICENSEE's financial operations. The resulting audit report, dated May 18, 2026 (the "Audit Report"), is attached as well as the Memorandum giving the "Status of Optimist Club Financial and Internal Control Items" provided to the City Commission on October 13th dated September 30, 2026 (Status Report), and summary of the remaining items provided to the City Commission in the Status Report with compliance criteria (Compliance Document) is included as Exhibit "E" and incorporated herein by reference.

4.22.2 Compliance Deadline. The LICENSEE shall comply with all remaining high-priority items listed on the Compliance Document ~~recommendations set forth in the Audit Report no later than~~ on or before April 28, 2027 (the "Compliance Date"). The LICENSEE shall further work diligently to comply with all recommendations set forth in the Audit Report by the Compliance Date; however, the Parties agree that the ~~high priority~~ Compliance Document items are of critical important~~an~~ce and shall be completed by such date.

4.22.3 Failure to Comply. If the LICENSEE has not satisfactorily complied with ~~all such recommendations~~ remaining items on the Compliance Document by the Compliance Date, then this issue shall be placed on the City Commission agenda to discuss outstanding items. ~~this Agreement shall terminate immediately, unless the CITY, in its sole discretion, extends the Compliance Date in writing.~~

4.22.4 Determination of Compliance. Satisfactory completion of the Compliance Document shall be agreed between the LICENSEE and the CITY~~The CITY shall be the sole arbiter of whether the LICENSEE has complied with the Audit Report recommendations by the Compliance Date.~~

ARTICLE 5
OBLIGATIONS OF THE CITY

5.1 The City shall provide routine maintenance of the facilities and shall supply adequate facilities throughout the regular season, post season, practices, and games, subject to budgetary considerations.

5.2 The CITY will provide athletic field lighting for activities described herein, accommodating scheduled games and practices previously approved by the Director of Parks and Recreation.

5.3 The City may limit, if necessary, the use of the facilities to prevent overuse, misuse, or abuse of facilities, subject to the City's sole discretion.

5.4 The City reserves the right to determine the suitability of any particular facility for use under this Agreement. The City shall bear no responsibility, nor shall the LICENSEE seek any redress for its inability to use a facility as provided herein when, in the reasonable determination of the City, a facility (or facilities) is deemed unsuitable for use for any period. The City shall take such action as is necessary to prevent misuse of the facilities and misconduct by participants.

5.5 The City may, through the Director of Parks and Recreation, issue keys or card access to a City recreation facility to an authorized representative of the LICENSEE. Duplication of keys by the authorized representative is prohibited and will result in the revocation of all key privileges and the changing of all affected locks.

5.6 The CITY, in conformance with establish practices will coordinate with the School Board of Broward County ("SBBC") to facilitate the LICENSEE's use of SBBC facilities for basketball programs pursuant to the Reciprocal Use Agreement between the CITY and the SBBC, dated April 19, 2022, as may be amended from time to time.

ARTICLE 6
ORGANIZATIONAL STATUS AND GOVERNING REGULATIONS OF LICENSEE

6.1 LICENSEE must be maintained as a 501(c)(3) not-for-profit organization and must comply with all regulations, as may be amended, required to keep said status. It is the CITY's expectation that a majority of the LICENSEEE's board shall be comprised of CITY residents. LICENSEE shall provide the CITY with a copy of all bylaws and governing documents, including any amendments thereto.

6.2 LICENSEE shall conduct at least two (2) board meetings which are opened to the public annually. LICENSEE shall notify all registered participants and parents of registered participants of the LICENSEE and the CITY of the date, time, location, and purpose of the public meeting at least three (3) days before the scheduled meeting date. In addition, the LICENSEE shall hold a meeting annually to elect and maintain a governing Board of Directors. Official minutes shall be recorded at each board and general meeting, and a copy shall be made available to the CITY upon request. The LICENSEE shall advise the Parks and Recreation Director in writing of the names and contact information of the Board of Directors and the dates of all general and board meetings.

Upon execution of this Agreement, the LICENSEE shall grant to the City one (1) club membership for one (1) individual CITY staff member, to be designated from time to time by the City Manager, to serve as an *ex officio* member of the LICENSEE's board of directors. The City's representative should have the right to attend all general meetings and board meetings of the LICENSEE's Board of Directors. Notwithstanding anything contained hereto to the contrary, all general meetings of the Board of Directors shall be open to the public.

6.3 Thirty (30) days after the end of the LICENSEE's fiscal year, LICENSEE, at its sole cost and expense, must provide to the CITY annual financial documentation to include 501(c)(3) Status, Year End Balance Sheet, Cash Flow Report, and LICENSEE's proposed next year operating

budget. Upon request by the CITY, LICENSEE shall provide documentation reflecting the financial information of each one of the LICENSEE's programs (i.e., recreational and travel/competitive separately), as well as the annual gross revenue that the LICENSEE receives from concession services. The CITY, at its sole discretion and the CITY's sole expense, may require a certified financial audit. The CITY will determine the scope of such an audit if needed. LICENSEE must also provide the number of children and adults served the number of volunteers, and the financial conditions of the LICENSEE, including all revenues and expenditures. The intent of this provision is to ensure that any and all financial records of the LICENSEE shall be retained for a period of not less than five (5) years and shall be open for public inspection pursuant to the same standards of Chapter 119, F.S.

The LICENSEE, within thirty (30) days of filing, will provide the CITY with a copy of the LICENSEE's tax return.

6.4 Upon request by the CITY, LICENSEE must provide an Annual Report to the CITY. Such report must illustrate and describe LICENSEE's financial statements, which shall include individual financial statements for each of LICENSEE's programs, i.e., recreational and travel/competitive, liabilities, assets, revenue, activities, and the name and contact information for the commissioner of each Program. Such Annual Report must also provide a list of members of the board of directors, including names and telephone numbers, and a report detailing the number and types of events of the previous year.

6.5 LICENSEE shall comply with all the Federal Tax Code's applicable and governing provisions and provide the Director of Parks and Recreation with a copy of all annual IRS filings.

6.6 LICENSEE shall adopt and strictly enforce a Players and Coaches Code of Conduct as applicable to all officers, coaches, and players. The Director of Parks and Recreation shall be provided with a copy of the code of conduct. The code of conduct shall include minimum guidelines to discipline any member for violating the Code of Conduct. LICENSEE agrees to maintain standards of conduct, disciplinary penalties, and action, as necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees, and other park patrons.

6.7 LICENSEE agrees to notify the CITY of any and all proposed changes to the programs, schedules, marketing materials, or any other relevant change that involves LICENSEE's participants, coaches, employees, or volunteers for review and approval by the CITY at least fourteen (14) calendar days prior to any changes being made by LICENSEE. LICENSEE shall establish a point of contact to meet with the Director of Parks and Recreation regularly to discuss contract deliverables and program matters as often as deemed necessary by the Director of Parks and Recreation.

6.8 LICENSEE agrees to monitor and regulate all program participants, including, but not limited to, LICENSEE's staff, instructors, volunteers, program participants, guests, and invitees while at any property listed on Exhibit "A" and during any activities organized by LICENSEE on any such property.

6.9 LICENSEE shall not engage in any for-profit or fundraising activities that require the use of the Property unless otherwise approved in writing by the CITY.

6.10 LICENSEE does not have the authority to sublease a facility to any other group or organization, including but not limited to sports camps and private instructors. Sports camps, private instructors, tournaments, etc., shall contract directly with the City. The LICENSEE's insurance policy must cover all activities programmed by the LICENSEE, and the CITY must be listed as an additional insured. Nothing contained in this Agreement shall limit the City's right or ability to lease any facility, or any portion thereof, to a third party for an activity or event approved by the City.

6.11 LICENSEE shall have a representative readily available who thoroughly understands the activities and uses of the Property pursuant to this Agreement, and who shall, as the LICENSEE's Agent, supervise, direct, and otherwise conduct the activities and use of the Property under this Agreement. LICENSEE's agents, representatives, and employees shall serve the public in a courteous, helpful, and impartial manner.

6.12 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer of LICENSEE from providing Services under this Agreement.

6.13 LICENSEE shall include a privacy policy agreement on its registration forms that specifies what personal data is collected from registrants and what is done with it. The privacy policy agreement shall be included in any document or website registration application that collects personal information. LICENSEE and the CITY agree that the sale, transfer, or sharing of personal data from registrants to third parties is prohibited unless agreed to by the registrant or required by law.

6.14 The LICENSEE is prohibited from making the registration in any of LICENSEE's programs contingent on any third or outside party transaction.

6.15 Purchasing. LICENSEE shall establish purchasing guidelines to govern the purchase of all goods and services by the LICENSEE. Such guidelines shall include, at a minimum, a requirement that all purchases over $10,000 only occur after LICENSEE has received at least three (3) written quotes for the goods or services being procured. LICENSEE shall obtain such written quotes for purchases no less frequently than every three (3) years. In addition, no voting member or relative of a voting member of LICENSEE shall, directly or indirectly, purchase, rent or lease any realty, goods or services for LICENSEE from any business entity of which the voting member or relative is an officer, partner, director, or proprietor, or in which the member or the member's relative has a material interest. For purposes of this section, "relative" shall be defined in accordance with Sec. 112.3135, F.S., as may be amended from time to time.

6.16 Political Activity. In accordance with the Internal Revenue Code, as a 501(c)(3) organization, LICENSEE is prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. Contributions to political campaign funds or public statements of position (verbal or written) made

on behalf of the organization in favor of or in opposition to any candidate for public office violate the prohibition against political campaign activity.

The LICENSEE shall immediately suspend any member who violates this requirement in his/her official capacity. This includes, but is not limited to Board members, sports commissioners, coaches, referees, concession stand employees and anyone else holding an official role on behalf of the LICENSEE while serving in their official capacity. This further relates to the use of public property and organizational communications tools and proprietary lists for campaign purposes.

If a violation of this section occurs, the LICENSEE shall immediately notify the City Manager and City Attorney. Upon learning of a possible violation from the LICENSEE or other source, the City Attorney may report the incident and related details to the appropriate investigative authorities. Further, the violation shall be placed by the City Manager on the soonest City Commission agenda to determine if the issue warrants a violation of this Agreement, which may result in further action or termination of the Agreement.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

7.1 LICENSEE shall indemnify and hold harmless the CITY and its officers, employees, elected officials, agents, and instrumentalities from any liability, losses, injuries (including death), claims (including allegations of sexual abuse), or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, elected officials, 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 LICENSEE or its employees, agents, servants, partners principals or subcontractors. Notwithstanding anything herein to the contrary, damage to property or injury or damage due to the CITY'S negligence, misconduct or breach of this agreement or failure to maintain the property and fields shall the CITY'S responsibility. The LICENSEE 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 LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LICENSEE 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.

The Parties agree that the CITY is not responsible for any individuals participating in the LICENSEE's programs conducted pursuant to this agreement. At the LICENSEE's written request, the CITY agrees to assert the public records exemption applicable to "government sponsored recreation programs," as set forth in Sec. 119.071(5), F.S., as it relates to participants in the LICENSEE's programs. Notwithstanding this assertion, the Parties agree that the CITY is not assuming responsibility for any participants in the LICENSEE's programs and the LICENSEE hereby specifically indemnifies the CITY and holds the CITY harmless against any liability resulting from the assertion of such exemption.

7.2 LICENSEE shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been confirmed by the CITY, nor shall the LICENSEE allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Parks and Recreation Director before the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. According to the latest edition of Best's Insurance Guide published by A.M. Best Company, the insurance company rated no less than "A" as management and no less than "Class VI" as to financial strength.

7.4 Policies shall be endorsed to provide the CITY 30-day cancellation notice, or the LICENSEE shall obtain a written Agreement from its Agent to provide the CITY 30-day cancellation notice.

7.5 Insurance shall be in force until all obligations under the terms of the Agreement are 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 LICENSEE shall furnish, at least ten (10) days before 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 not commence nor continue to provide 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.

7.6 REQUIRED INSURANCE

7.6.1 LICENSEE shall obtain 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 - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Contract.

Sexual abuse may not be excluded from any policy.

LICENSEE’s insurance policies shall not have an exclusion for athletic participation injuries.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.6.2 LICENSEE shall obtain Worker's Compensation and Employers Liability Insurance covering all LICENSEE employees and/or volunteers engaged in the performance of the scope of work associated with this Agreement. If any work is sublet, the LICENSEE shall require the subcontractor similarly to provide Worker's Compensation Insurance for all it's employees unless the protection afforded by the LICENSEE covers such employees. Coverage for the LICENSEE 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 – Not applicable
2. Employers Liability: Coverage B -$500,000 Each Accident $500,000 Disease – Policy Limit $500,000 Disease – Each Employee

If LICENSEE claims to be, exempt from this requirement. LICENSEE shall provide CITY proof of such exemption along with a written request for CITY to exempt LICENSEE, written on LICENSEE letterhead.

7.6.3 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. Golf carts - $ _____

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability of no less than $1,000,000 per wrongful act.

7.6.5 Participants' Accidental Medical Insurance for no less than $25,000.

7.6.6 When applicable, Hosted Tournament Coverage with limits of no less than $1,000,000 per occurrence. Coverage must be included for both participant's and spectators' medical payments. The City of Cooper City must be included as an Additional Insured for this coverage.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an additional insured on each of the general liability policies required herein.
7.7.2 Waiver of all Rights of Subrogation against the CITY.
7.7.3 30-Day Notice of Cancellation or non-renewal to the CITY.
7.7.4 LICENSEE's policies shall be Primary and Non-contributory.
7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY.

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7.8 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY.

7.9 LICENSEE 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 because of claims for damages to persons, Property, or premises arising out of the services provided hereunder.

7.10 Any insurance required of the LICENSEE pursuant to this Agreement must also be needed for 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 subcontractor shall maintain such policies during the term of this Agreement.

7.11 CITY reserves the right to require any other reasonable and available types of insurance coverage and/or higher liability limits it deems necessary based on the nature of work performed under this Contract.

ARTICLE 8
VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising from this Agreement shall be in Broward County, Florida.

ARTICLE 9
SIGNATORY AUTHORITY

LICENSEE shall provide CITY with copies of requisite documentation evidencing that the signatory for LICENSEE has the authority to enter into this Agreement.

ARTICLE 10
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between LICENSEE and CITY, and 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.

ARTICLE 11
BANKRUPTCY

It is agreed that if LICENSEE is adjudged bankrupt, either voluntarily or involuntarily, this Agreement shall terminate effective on the date and when the bankruptcy petition is filed.

ARTICLE 12
PUBLIC RECORDS

12.1 Public Records: The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. LICENSEE shall comply with Florida's Public Records Law. Specifically, the LICENSEE shall:

12.1.1 Keep and maintain public records required by the City to perform the service;

12.1.2 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;

12.1.3 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

12.1.4 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.

12.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328

(954) 434-4300
tallen@coopercity.gov

ARTICLE 13
MISCELLANEOUS

13.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement remain the Property of CITY, whether or not the project for which they are made is completed.

13.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

13.3 **Records.** LICENSEE shall keep such records and accounts and require any subcontractors to keep records and accounts as necessary to record complete and correct entries as to personnel hours charged to this engagement, as well as any expenses for which LICENSEE expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY. They shall be kept for ten (10) years after completing all work to be performed pursuant to this Agreement, or as otherwise required by Florida law.

13.4 **Assignments; Amendments.** This Agreement and any interests herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by LICENSEE without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of LICENSEE shall constitute an assignment that 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 equal dignity.

13.5 **No Contingent Fees.** LICENSEE warrants that it has not employed or retained any company or person other than a bona fide employee working solely for LICENSEE 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 LICENSEE 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.

13.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be provided 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. The places for giving notice shall remain such until 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 notice:

CITY Alejandro I. Rey, City Manager
City of Cooper City
9090 SW 50 Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300
arey@coopercity.gov

Copy To: Jacob 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
jhorowitz@gorencherof.com

LICENSEE _____ President
The Optimist Club of Cooper City, Inc.
10500 Stirling Road
Cooper City, FL 33024
Telephone No:
E-Mail:

13.7 **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.

13.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

13.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. If not physically attached, the exhibits should be treated as part of this Agreement and incorporated herein by reference.

13.10 **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.

13.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between

the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

13.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be constructed 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.

13.13 **Disputes**. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

13.14 **Attorney's Fees.** If either party sues 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.

13.15 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall to the best of its ability, protect CITY's Property from damage on account of the work being carried on under this Agreement, however, the CITY shall remain obligated for its repair and maintenance obligations stated in this agreement..

13.16 **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.

13.17 **Exclusive Use Agreement:** On February 23, 1993, the CITY and the LICENSEE entered into an Exclusive Use Agreement, whereby the CITY granted the LICENSEE the right to enter specific real Property and construct and maintain a building thereon to be used as a meeting location, storage facility, and concession stand. On June 14, 2022, the Parties executed the First Amendment to the Exclusive Use Agreement, thereby extending the term thereof through February 22, 2053. A copy of the Exclusive Use Agreement, as amended, is attached hereto as Exhibit "D" and incorporated herein. As of the effective date of this agreement, Resolution _____ shall be null and void and of no further force or effect.

The Exclusive Use Agreement, as amended, shall terminate immediately upon termination of this Facility Use Agreement. Upon termination, the LICENSEE shall return the Property described in Exhibit "D" to the CITY in the same condition that it was received at the commencement of the Exclusive Use Agreement, less wear and tear unless otherwise agreed to by the Parties. If the CITY permits any improvements to remain on the Property at the termination of this Agreement, such improvements shall become the Property of the City. The Exclusive Use Agreement shall remain in full force and effect unless specifically amended herein. In the event of any conflicts between this Agreement and the Exclusive Use Agreement, this Agreement shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

_____ BY:_____

TEDRA ALLEN
CITY CLERK

ALEJANDRO I. REY
CITY MANAGER

APPROVED AS TO FORM BY:_____

MAYOR JAMES CURRAN

_____

OFFICE OF THE CITY ATTORNEY

LICENSEE

Witnesses:

OPTIMIST CLUB OF COOPER CITY INC.

_____ BY: _____

Print Name: _____

_____ Title: _____

Print Name

_____

_____

Print Name

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STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of THE OPTIMIST CLUB OF COOPER CITY, INC.,, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of THE OPTIMIST CLUB OF COOPER CITY, INC.s 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 _____, 2025.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

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Exhibit A
Use of Property

This Exhibit contains the scope and requirements of the activities and field usage under this Agreement with the LICENSEE.

The CITY grants to the LICENSEE a non-exclusive license for the use of the Properties to operate the following permitted sports programs pursuant to this Agreement:

1. Travel Baseball - Youth
2. Recreational Baseball - Youth
~~3. Cheerleading - Youth~~
~~4.~~3. Travel Soccer - Youth
~~5.~~4. Recreational Soccer - Youth
~~6.~~5. Basketball - Youth
~~7.~~6. 5 on 5 Flag Football - Youth
~~8.~~7. Sand Volleyball - Adults
~~9.~~8. Sand Volleyball - Youth
~~10.~~9. 5 on 5 Soccer - Youth
~~11.~~10. Flag Football – Youth
~~12.~~11. Travel Softball – Youth
12. Softball – Youth
13. Softball - Adult

The CITY shall have the right to add additional sports program to this list of approved sports from time to time. The CITY may remove any one (1) of the sports listed above. The LICENSEE may remove sports programs from this list of approved sports by providing written notification to the CITY no less than one hundred twenty (120) days before the commencement of registration for the program that the LICENSEE intends to remove.

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows, subject to the provisions outlined in this Agreement:

1. *Bill Lips Sports Complex – 11700 SW 49th Place, 33330*
2. *Cooper City Sports Complex – 10300 Stirling Road, 33026*
3. *Flamingo West Park – 6201 S. Flamingo Road, 33029*

Need to separate these facilities and reference the agreement with the school board.

4. *Pioneer Middle School – 5350 SW 90th Avenue, 33028*
5. *Cooper City High School – 9401 Stirling Road, 33328*
6. *Griffin Elementary School – 5050 S.W. 115th Avenue 33330*

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Exhibit B

Fee / Rental Schedule

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Exhibit C
City of Cooper City Volunteer Background Checks and Photo Identification Badge Enforcement Policies and Procedures

Subject to the provisions of Section 4.6 of this Agreement, which requires specific individuals to undergo a Level II background screening pursuant to Section 943.0438, F.S., all other volunteers, coaches, and others who have access to youth pursuant to this Agreement shall undergo a Level II background screening pursuant to Section 435.03 of the Florida Statutes. The Background Check policy applies to all athletic coaches, as defined by the Statute.

City's Enforcement of Ordinance:

In collaboration with the LICENSEE, the City of Cooper City Parks and Recreation Department staff will monitor activity and randomly monitor all volunteers (i.e., coaches, instructors, managers, board members, and other volunteers). The LICENSEE is required to monitor all volunteers and coaches before the start of each game. If the staff/officials do not see the photo identification badge visible, the staff/officials will request that the volunteer produce the photo identification badge. All volunteers must show their photo ID badge if asked for by a staff member, police officer, or elected official. If the volunteer cannot produce a photo ID badge, then the following specific measures will be taken:

If a volunteer does not have his/her photo ID badge visible or in its possession, and fails to produce a photo ID badge if requested by staff/officials: the volunteer will be asked to provide pertinent information (name, team, sport), the volunteer will be reported to the LICENSEE .

All Youth League Organizations will receive a copy of this enforcement plan and should inform all volunteers of these requirements.
For more information, please get in touch with the City of Cooper City:
Parks and Recreation Director Stacie Weiss
(954) 434-4300

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EXHIBIT D
Exclusive Use Agreement, as amended

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CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Administration

DATE: October 27, 2026

SUBJECT: Motion to approve and to authorize the City Manager to execute a Facility Use Agreement with Renaissance Charter School.

SUBMITTED BY Signed by: Alex Rey 432944AE9915453... October 16, 2026

CITY MANAGER RECOMMENDATION:
The City Manager recommends entering into a Facility Use Agreement with Renaissance Charter School, located at 2800 North Palm Avenue, Cooper City, Florida, to secure access to its athletic facilities.

BACKGROUND OF ITEM:
The execution of this Facility Use Agreement fulfills a commitment established under the Stipulated Agreement between the City of Cooper City, Red Apple at Cooper City, LLC, and Renaissance Charter School, Inc. The Stipulated Agreement was approved by the City Commission on July 21, 2026, and formally ratified as a properly advertised quasi-judicial item on August 25, 2026.

A key component of the Stipulated Agreement, executed in August 2026, is the requirement that the parties enter into a Facility Use Agreement within 60 days of the Stipulated Agreement's execution. The concept of reciprocal facility use was discussed during the July 21, 2026, Commission deliberations as part of the broader community partnership framework negotiated between the parties.

ANALYSIS:
The Facility Use Agreement grants the City the use of the gymnasium, outdoor fields, and cafeteria at Renaissance Charter School at Cooper City for a term of three years, with two one-year renewal options. Under the Agreement, the City shall have priority for facility use over all other third-party requests. The Agreement is not reciprocal — it provides facility access exclusively to the City and does not grant Renaissance any corresponding use of City facilities.

This Agreement marks the culmination of the negotiated resolution between the City and Renaissance Charter School, Inc., transitioning the relationship from one defined primarily by

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regulatory enforcement to one that also includes cooperative community use of school facilities for the benefit of Cooper City residents.

ATTACHMENTS:

1. Facility Use Agreement

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT, made and entered into this _____ day of _____, 2026, by and between:

THE CITY OF COOPER CITY, FLORIDA
a municipal corporation of the State of Florida
whose address is
9090 SW 50th Place, Cooper City, Florida 33328
(hereinafter referred to as "City")

and

RENAISSANCE CHARTER SCHOOL, INC.
A limited liability corporation
whose address is
6278 North Federal Highway, Suite 384
Fort Lauderdale, FL 33308
(hereinafter referred to as the "School")

WHEREAS, Renaissance operates the Renaissance Charter School at Cooper City, located at 2800 North Palm Avenue, Cooper City, FL 33026 (the "Property"); and

WHEREAS, the City has a need for additional facilities to serve the recreational needs of its citizens and residents; and

WHEREAS, in the interest of fostering good will and partnership within the community, the School seeks to offer the use of its facilities.

WHEREAS, this collaboration provides the opportunity to foster communication and collaboration between City officials, City staff and their counterparts at the School.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Facility Use Agreement ("Agreement"), the term of this Agreement shall be for a period of five (5) years

commencing on _____ and expiring on _____. Any sport or activity season in progress on the expiration date of this Agreement shall be permitted to complete the season, and this Agreement shall terminate upon the conclusion of such season. This Agreement may be renewed for additional five (5) year terms upon the mutual written consent of both Parties.

2.02 **Use of School Facilities**.

2.02.1 Authorized Use of School Facilities by City. The School owns, operates and maintains various facilities and any improvements thereon (hereinafter referred to as "School Facilities") that may be suitable for use by participants in youth sports programs within the City of Cooper City, and the City may desire to place its programs, special functions, training programs, such as youth sports programs and the Cooper City Police and Fire Department's implementing security training geared toward preparation for school related incidents and community meetings at these sites. School agrees to allow City use of the School's gymnasium and other School facilities as may be agreed to in writing by the Parties (collectively, "School Facilities") on such days and at such times as are mutually agreed upon by the School and the City Manager, or designee.

2.02.2 Procedure to Request Use of School Facilities. The following procedure shall be followed whenever the City desires to use any School Facilities:

2.02.2.1 City shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "A"** to the School principal, or designee, for use of School Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities to be used by the City or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Parties without a formal amendment of this Agreement.

2.02.2.2 The School principal or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of School Facilities by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the City.

2.02.3 Maintenance of School Facilities. School shall provide and maintain as is the parking lot, parking lot lighting and ingress and egress at all School Facilities. The School shall have the continuing duty to maintain School Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon School Facilities and equipment is remedied or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, the School becomes aware of any dangerous or unsafe condition in or upon School Facilities or equipment, the School shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of City's use and occupancy of School Facilities or equipment, City becomes aware of any dangerous condition in or upon School Facilities or equipment, the City shall, as soon as reasonably possible, notify the School principal, or designee, of such dangerous or unsafe condition and cease City's use of the facilities or equipment which are unsafe until such time as School corrects or remedies the

condition. The School shall have final determination as to what is deemed "unsafe." If the City does not notify the School of such dangerous conditions, and the School is not otherwise aware nor should have been aware of same, the School shall not be liable to City, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the City or the School, and there shall be no third-party beneficiary.

2.02.4 School Access to School Facilities. The School and its officers, agents and employees engaged in the operation, maintenance or repair of School Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of School Facilities. The School shall have the right to observe all operations of City at School Facilities in order to ensure that the facilities are not subjected to risk of loss. The School reserves the right to preclude or interrupt any act or use of equipment by City within the reasonable judgment of the Principal, or designee, of School Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. The School shall have the right to inspect any and all parts of the School Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.02.5 City Property on School Facilities. The School assumes no responsibility whatsoever for any property placed on the premises by City, its agents, employees, representatives, independent contractors or invitees.

2.02.6 Restrictions on Items Brought onto the School Facilities. City agrees not to bring onto School Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to School Facilities or which are likely to constitute a hazard to property thereon. The School shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto School Facilities and the right to require their immediate removal from the property.

2.02.7 Construction of Improvements. City shall not construct any improvements upon any of School Facilities during the term of this Agreement without the prior written consent of the School. Any improvement constructed upon School Facilities without prior written approval of the School shall be removed or relocated by City within ten (10) days of written demand by the School. City is authorized to place items of personal property onto the licensed facilities for the use thereon by City without prior written approval of the School. If City fails to remove items of personal property upon termination of this Agreement, the School may remove and store said items and City shall reimburse the School for the costs of relocating and storing the items.

2.02.8 Vacation of School Facilities. Upon vacation of the School Facilities after each use and occupancy, City shall leave the School Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the School Facilities by City.

2.03 **Accessibility to School Facilities and Fees for the Facilities**.

The Parties agree to waive any and all rental fees. ~~The School agrees to waive any and all energy fees~~. However, the City will reimburse the School for any reasonable costs incurred only as a result of the

use of the School Facilities. These reimbursable costs shall include but is not limited to custodial costs and other personnel costs necessary to address the operational impact of the event or use. The energy assessment costs shall apply during use for summer programs and personnel costs for providing access to the School Facility during non-operational hours, and personnel costs for security, if any are incurred by the School.

2.04 **Additional Services at School Facilities**. The cost for additional services, i.e., security, law enforcement, personnel, etc., for events at School Facilities shall be mutually agreed upon by the Parties prior to the scheduled events. Such agreement shall be reduced to writing in the respective Facility Use Form, with services and costs mutually agreed upon by the Principal or designee and the City Manager or designee.

2.05 **Insurance**. Upon execution of this Facility Use Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.06 **Required Insurance Coverages**. Each party acknowledges without waiving their respective rights of sovereign immunity as provided by Section 768.28 Florida Statutes, that the City is self-insured for general liability under Florida Statutes with coverage limits of $200,000 per person and $300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Additionally, the City, through the Florida Municipal Insurance Trust, has supplemental general liability coverage of up to $1,500,000 per occurrence; and the City shall name Renaissance Charter School at Cooper City as an additional insured on such policy.

2.06.1 Worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

2.06.2 Fire Legal Liability damage to Rented Premises with limits of $500,000 per occurrence/aggregate as a condition for the reduced limit of insurance. The City is not permitted to utilize stoves, ovens, microwave ovens, hotplates or any devices which have the potential to cause a fire on the Property. School grants permission for the City's vendor to utilize catering warmers during the summer program. The City's vendor will be required to name "Renaissance Charter School Inc., Red Apple Development and their affiliates" as additional insured with respect to liability on behalf of the vendor. The general liability policy will be primary of all other valid and collectible coverage maintained by the School.

2.06.3 Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes. The Parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

2.06.4 Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

2.06.6 No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.7 **Protection of Public Safety**. Each party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from the School's facilities, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

2.8 **License not Lease**. This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either City Licensed Facilities or School Licensed Facilities is conferred to the using party under the provisions hereof.

2.9 **Notice**. When either Party desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

CITY: Alex Rey
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300
Email: arey@coopercityfl.gov

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
Email: jhorowitz@gorencherof.com

School: Renaissance Charter School
c/o Ken Hiako, Chair
6278 North Federal Highway
Suite 384
Fort Lauderdale, FL 33308

Copy To: Ed Pozzuoli

Tripp Scott
110 Southeast Sixth Street
Suite 1500
Fort Lauderdale, FL 33301
Telephone No. (954) 525-7500
Email: ejp@trippscott.com

2.10 **Background Screening**: City agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to School Facilities. This background screening will be conducted by the City or its designee in advance of the City providing any services under the conditions described in the previous sentence. The City or its designee shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to its personnel. Nothing herein shall be construed as a waiver by School or City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.11 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The Parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to School

retirement, leave benefits or any other benefits of School employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. School shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the City or the City's officers, employees, agents, subcontractors or assignees. No right to City retirement, leave benefits or any other benefits of City employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. City shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for School or School's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by the School during the term hereof upon thirty (30) days written notice to the City of its desire to terminate this Agreement. The School shall have no liability for any property left on the School's property by any party to this Agreement after the termination of this Agreement. Any party contracting with School under this Agreement agrees that any of its property placed upon School's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon School's facilities after that time shall be deemed to be abandoned, title to such property shall pass to School, and School may use or dispose of such property as School deems fit and appropriate.

This Agreement may be canceled with or without cause by the City during the term hereof upon thirty (30) days written notice to the School of its desire to terminate this Agreement.

3.06 **Default**. The Parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Excess Funds**. Any party receiving funds paid by School under this Agreement agrees to promptly notify School of any funds erroneously received from School upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to School. Any party receiving funds paid by City under this Agreement agrees to promptly notify City of any funds erroneously received from City upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to City.

3.08 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, City and School are required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the other party all public records in that party's possession upon termination of its contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.9 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, School policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Place of Performance**. All obligations of School under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.11 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.14 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from School.

3.15 **Incorporation by Reference**. **Exhibits "A"** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

3.16 **Captions**. The captions, section designations, section numbers, article numbers, titles and 7headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.18 **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.19 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.20 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.21 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any

unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.22 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse School and City, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.23 **Contract Administration**. School has delegated authority to the Principal or his/her designee to take any actions necessary to implement and administer this Agreement.

3.24 **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.

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

FOR THE CITY OF COOPER CITY

(Corporate Seal)

THE CITY OF COOPER CITY FLORIDA

By: _____

ATTEST:

Title:_____

Date:_____

_____

_____
Title

Approved as to Form and Legal Content:

_____
Jacob Horowitz, Esq.
City of Cooper City Attorney

FOR RENAISSANCE CHARTER SCHOOL, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Notice of Facility Use form

NOTICE OF FACILITY USE FORM FOR RECIPROCAL USE AGREEMENT THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGNATED LOCAL GOVERNMENTAL AGENCY

Name of Local Government

Date Filed 1/25/2023

Location

Type of Activity

Facility	**Date(s) Needed**	**Time(s) Needed**

CHARGES (IF APPLICABLE)

Service/Item	**Fee**
Total Fee(s) Due	

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

Name

Title

Date

Signature:_____

☐ Approve ☐ Disapprove

For Local Government: Parks and Recreation Director or Equivalent Position

Name Stacie Weiss

Title Parks & Recreation Director

Date

Signature:_____

☐ Approve ☐ Disapprove

RATIONALE FOR DISAPPROVAL

FOR SBBC USE ONLY

IF DISAPPROVED APPEAL TO

OFFICE OF CHIEF SERVICE QUALITY OFFICER
1400 NE 6th Street
Pompano Beach, FL 33060
Phone: (754) 321-3838; Fax: (754) 321-3885

State Reasons for Appeal

☐ Appeal Approved ☐ Appeal Disapproved

Authorized Signature:_____

Title Date:

State Rational for Disapproval

FOR MUNICIPAL USE ONLY

IF DISAPPROVED APPEAL TO

CITY/TOWN MANAGER

State Reasons for Appeal

☐ Appeal Approved ☐ Appeal Disapproved

Authorized Signature:_____

Title Date:

State Rational for Disapproval

Docusign Envelope ID: 9BB6340A-9FD0-838A-8108-601B07F71130

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 26-57 (Administration/Utilities/Finance)**

DATE: **October 27, 2026**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE CITY'S LEGISLATIVE PRIORITIES FOR FY2027-2028; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT THE AWARD OF ALL APPROPRIATED FUNDS, EXECUTE GRANT AGREEMENTS, EXPEND BUDGETED FUNDS, AND TAKE ANY AND ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY GRANT AGREEMENTS CONSISTENT WITH THE FY2027-2028 LEGISLATIVE PRIORITIES; AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUBMITTED BY Signed by: Alex Rey 432944AE9915453... October 16, 2026

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of the Cooper City FY2027-2028 State Legislative Priorities and, if funded, authorizes the City Manager to accept the award of appropriated funds, execute the grant agreements, expend budgeted funds, and take all necessary steps to implement the terms and conditions of the grant agreements.

BACKGROUND OF ITEM:
The State Legislature annually considers appropriations that fund infrastructure, programs, and projects. The 2027-28 Florida Legislative Session is scheduled to convene on March 2, 2027, and is projected to conclude on April 30, 2027. The City Manager, together with City Staff, has identified the City's most critical infrastructure projects for the City Commission's approval and subsequent submission to the State for appropriation requests. Upon approval of this Resolution, the City Manager and the Grants Administrator will communicate the Cooper City FY2027-28 State Legislative requests to the City's Lobbying Team for submission of general appropriations.

ANALYSIS:

As part of the 2027-28 Florida Legislative Session, the City Manager recommends the following projects for the City Commission's approval of general appropriation requests:

1) **Cooper City Stirling Road Water Main Replacement Phase 1 Project**
    a. **Summary:** State appropriation funding is requested to replace approximately 5,200 linear feet of aging 16-inch potable water main along Stirling Road between SW 116th Avenue and SW 106th Avenue to enhance the reliability of the water distribution system. The Project includes installing a new 16-inch water main, associated valves, fire hydrants, and service connections, and abandoning the existing pipeline. These improvements will reduce the risk of water main failures, minimize service interruptions, and strengthen the City's potable water infrastructure. The Water Main Annual Replacement Project is prioritized in the Water and Wastewater Master Plan and the Water and Sewer Five-Year CIP for FY2028-2030. Due to funding constraints, the project will be executed in seven (7) phases, with each phase's scope and length determined by existing utility connections and field conditions. The estimated project cost for all phases is $6.5 million based on 30% design. The Design Phase is estimated to be completed by 2027.
    b. **Estimated Construction Cost for Phase 1: $1,000,000** (Construction costs subject to change and influenced by the Final Design)
        i. **State Appropriation Request:** $750,000 to assist in funding the Construction Phase of this Project.
        ii. **Cost Share:** $250,000 to assist in funding the Construction Phase of this Project.

2) **Cooper City Sanitary Sewer Rehabilitation and Re-Lining Project**
    a. **Summary:** State appropriation funding is requested to rehabilitate approximately 2 miles of aging gravity sewer lines at various locations throughout the City, improving the reliability and integrity of its wastewater collection system. The Project includes installing sewer pipe liners, sealing pipe ends and connections, reinstating sewer laterals, and removing roots, grease, and other obstructions. The Project will reduce groundwater infiltration, minimize the potential for sanitary sewer overflows, decrease wastewater treatment demands, and improve the City's wastewater infrastructure. The Project is prioritized in the Water and Sewer Five-Year CIP and the Water and Wastewater Master Plan.
    b. **Estimated Construction Cost: $1,000,000**
        i. **State Appropriation Request:** $700,000 to assist in funding the Construction Phase of this Project.
        ii. **Cost Share:** $300,000 to assist in funding the Construction Phase of this Project.

3) **The Design and Construction of Hiatus Road Traffic Safety Improvements (Revert and Reappropriate)**
    a. **Summary**: Request to revert and reappropriate the remaining balance of $244,665 from the original FY2023-2024 State Appropriation of $370,000 (LFIR #1080) to perform the amended scope of work approved by the Embassy Lakes HOA, the Rock Creek HOA, and the City Commission for this Project.

    The intent of this Project is to provide safety improvements along the Hiatus Road corridor. These enhancements are intended to improve corridor safety and support lower vehicle speeds within the project limits, which extend from approximately 500 feet south of Stirling Road to roughly 900 feet north of SE Lake Boulevard. The FY2023-24 State Appropriation (LFIR #1080) originally stated that the goal was to design and construct a roundabout.

    During the initial Design Phase, which included a proposed roundabout configuration, it was determined that the planned improvements could not be constructed within the City's existing right-of-way. Following extensive coordination with the Embassy Lakes and Rock Creek communities, traffic calming alternatives were proposed in lieu of a roundabout, and a revised project concept was developed and approved by both the community HOAs and the City Commission. To implement this revised approach, a scope modification is required. Per the Florida Department of Transportation (FDOT), because the initial state appropriation request specified that the funds would be used for a roundabout, the City will need to go through the legislature to request an amendment for the modified safety improvements.

    Thus, the City seeks to revert and reappropriate the remaining balance of $244,665 in unexpended FDOT funds from the original State Appropriation of $370,000 (LFIR #1080) for this Project's modified concept.

    b. Estimated Design and Construction Project Cost: $1,586,320
        i. **Funding Secured for this Project is over $1.4 million ($1,413,101)**
        ii. **FY2023-24 State Appropriation Secured: $370,000** (Remaining Balance of $244,665 on the FDOT State-Funded Grant) |Resolution 24-07 |Cost Share: $150,000
        iii. **NEW: Broward County Surtax Grant Match Program (GMP) Secured: $1,043,101** |Resolution 25-53 |GMP Cost Share: $260,776

STRATEGIC PLAN:
This Resolution supports the City's Strategic Priority #4—Citywide Revitalization—by maintaining and improving the City's infrastructure and appearance to ensure a sustainable, beautiful environment.

FISCAL IMPACT:
Assuming the City is awarded the $750,000 State Appropriation Grant for the Stirling Road Water Main Replacement Phase 1 Project, a $250,000 cost share has been included in the City's Five-Year CIP Plan for FY 2028, in Fund 453 (Water & Sewer CIP Projects), line item 453-910-563419-533-WTRMR.

The Sanitary Sewer Rehabilitation and Re-Lining Project has a cost share of $300,000 budgeted in the FY2027 Budget, in Fund 453 (Water & Sewer CIP Projects), line item 453-930-563610-535-WS003.

The construction of Hiatus Road Traffic Safety Improvements (Revert and Reappropriate) will require a $150,000 cost share to be budgeted in FY 28 from the Fund Balance.

ALTERNATIVES:
Do not pursue state appropriations or reappropriation for the recommended projects.

ATTACHMENTS:
1. Resolution 26-57
2. Embassy Lakes Master Owners' Association Letter of Support
3. Rock Creek Homeowners' Association Letter of Support

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	10/16/26 09:35 AM
Allen, Tedra	Assigned to Attorney	COMPLETE: Forward to City Manager	10/16/26 03:16 PM
Rey, Alex	Assigned to City Manager	COMPLETE: Forward to City Clerk	10/16/26 03:39 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	10/16/26 03:48 PM
Allen, Tedra	END WORKFLOW - APPROVED		10/16/26 04:06 PM

RESOLUTION NO. 26-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE CITY'S STATE LEGISLATIVE PRIORITIES FOR FISCAL YEAR 2027-2028; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT THE AWARD OF APPROPRIATED FUNDS, EXECUTE GRANT AGREEMENTS, EXPEND BUDGETED FUNDS, AND TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF GRANT AGREEMENTS CONSISTENT WITH THE APPROVED LEGISLATIVE PRIORITIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature annually considers appropriations to fund infrastructure, programs, and projects; and

WHEREAS, the City Manager and City staff have identified critical water, wastewater, and transportation infrastructure projects for submission to the State of Florida for funding consideration for Fiscal Year 2027-2028; and

WHEREAS, the City seeks state appropriations of $750,000 for the Cooper City Stirling Road Water Main Replacement Phase 1 Project and $700,000 for the Cooper City Sanitary Sewer Rehabilitation and Re-Lining Project; and

WHEREAS, the City also seeks to revert and reappropriate the unexpended balance of $244,665 from the original Fiscal Year 2023-2024 state appropriation of $370,000, LFIR No. 1080, for the revised scope of the Hiatus Road Traffic Safety Improvements Project; and

WHEREAS, these projects support the City's strategic priority of Citywide Revitalization by maintaining and improving public infrastructure; and

WHEREAS, the City Commission finds that approval of these state legislative priorities and authorization to implement related grant agreements, if funded, serve the best interests of the City and its residents.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of State Legislative Priorities. The City Commission hereby approves the Fiscal Year 2027-2028 State Legislative Priorities set forth in Exhibit "A," attached hereto and incorporated herein, including the two new state appropriation requests and the request to revert and reappropriate existing funding for the revised Hiatus Road Traffic Safety Improvements Project.

Section 3. Submission and Coordination. The City Manager, or designee, is authorized and directed to coordinate with the Grants Administrator and the City's lobbying team to submit and pursue the approved appropriation and reappropriation requests and provide supporting documentation consistent with Exhibit "A."

Section 4. Acceptance and Administration of Funding. If funding is awarded, the City Manager is authorized and directed to accept the appropriated or reappropriated funds; execute related grant agreements and documents consistent with the approved priorities; expend budgeted funds; and take all actions necessary to implement the terms and conditions of those agreements. Expenditure of City funds, including required local cost shares, shall be subject to available budget appropriations.

Section 5. Implementation. The City Manager and appropriate City officials are authorized and directed to take all actions necessary to effectuate the intent of this Resolution.

Section 6. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN, MMC
City Clerk

APPROVED AS TO LEGAL FORM

_____
JACOB HOROWITZ, ESQ
CITY ATTORNEY

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

EXHIBIT "A"

FISCAL YEAR 2027-2028 STATE LEGISLATIVE PRIORITIES

1. Cooper City Stirling Road Water Main Replacement Phase 1 Project

Replace approximately 5,200 linear feet of aging 16-inch potable water main along Stirling Road between SW 116th Avenue and SW 106th Avenue, including valves, fire hydrants, and service connections, and abandon the existing pipeline. The improvements will enhance reliability and reduce failures and service interruptions.

Estimated Phase 1 construction cost: $1,000,000. State appropriation request: $750,000. City cost share: $250,000. Construction costs are subject to final design.

The $250,000 City cost share is included in the Five-Year Capital Improvement Plan for FY2028, Fund 453, account 453-910-563419-533-WTRMR, subject to budget appropriation.

2. Cooper City Sanitary Sewer Rehabilitation and Re-Lining Project

Rehabilitate approximately two miles of aging gravity sewer lines at various locations throughout the City. Work includes pipe liners, sealing pipe ends and connections, reinstating sewer laterals, and removing roots, grease, and other obstructions to reduce infiltration, potential sanitary sewer overflows, and wastewater treatment demands.

Estimated construction cost: $1,000,000. State appropriation request: $700,000. City cost share: $300,000, budgeted in FY2027, Fund 453, account 453-930-563610-535-WS003.

3. Hiatus Road Traffic Safety Improvements Project

Request to revert and reappropriate $244,665 in remaining unexpended funds from the original FY2023-2024 state appropriation of $370,000, LFIR No. 1080, to implement the revised traffic safety scope approved by the Embassy Lakes Master Owners' Association, Rock Creek Homeowners' Association, and City Commission, in lieu of the originally proposed roundabout.

The project extends from approximately 500 feet south of Stirling Road to approximately 900 feet north of SE Lake Boulevard and is intended to improve corridor safety and support lower vehicle speeds. Estimated total design and construction cost: $1,586,320. The $244,665 request represents existing funds to be reappropriated, rather than a new appropriation.

The $150,000 City cost share is to be budgeted in FY2028 from fund balance. Separate existing funding includes the $1,043,101 Broward County Surtax Grant Match Program award authorized by Resolution No. 25-53, with a $260,776 City cost share.

ROCK CREEK

Rock Creek Homeowners' Association

11700 Stonebridge Parkway, Cooper City, Florida 33026
(954) 435-1727 • Fax (954) 435-1999
www.rockcreekhoafl.com

March 2, 2026

TO: Mr. Akin Ozaydin
Cooper City Utilities Director/City Engineer

FROM: The Rock Creek, Inc. Board of Directors

RE: Letter of Support for the design and construction of Hiatus Road Traffic Safety Improvements as per the three-page plans submitted to our Board for review

Please be advised that the Board of Directors are providing this letter of support as per the "Hiatus Alternative Traffic Calming", drawings labeled Pages numbered one, two, and three as prepared by the Corradino Group and dated February 27, 2026. A set of the drawings are attached and part of the "Letter of Support".

The three page plans presented include:

a) Reduction in speed limit from 40 to 35 MPH
b) Solar powered speed limit signs
c) A patterned non raised pavement at the intersection of both the Embassy Lakes entry road, North East lake Blvd., and Hiatus Road where the previous offering included a "round about", which is no longer is part of the plan
d) Concrete traffic separators
e) Long speed tables to the north and south of the intersection, raised three inches

As we believe that the combined traffic calming plans will both support the safety of our residents while maintaining effective traffic flow, the Rock Creek, Inc. Board of Directors is pleased to support the plans as presented to us.

Ron Choron, President
Rock Creek, Inc.

Ron Choron DATE: 3/3/26
BOARD PRESIDENT

EMBASSY
L·A·K·E·S
3522 Embassy Drive
Cooper City, FL 33026
954-435-2836 Fax 954-435-7944
management@embassylakes.com

February 10, 2026

Junias Aldajuste, Engineer
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328-4227

Re: Proposed Traffic Calming Project - Hiatus Road / NE Lakes Blvd.

The Board of Directors of Embassy Lakes Master Owners' Association, Inc. would like to thank you and your team for addressing the traffic and safety concerns at this intersection. We had requested assistance from numerous State, County and City officials for over twenty (20) years, asking for four (4) way stop signs, a traffic light, reduced speed limits, and/or speed humps – which were all denied. Unfortunately, after thorough evaluation, the recently proposed roundabout was determined to be unfeasible.

We are happy to say that all members of Board of Directors, as well as many of the residents in attendance at our meeting on February 4, 2026, support the proposed alternative plan of installing raised pavers, speed tables, medians and improved signage, as presented. We appreciate the City's commitment to addressing the safety issues at this intersection.

Sincerely,

On behalf of the Board of Directors of
Embassy Lakes Master Owners' Association, Inc.

Robin Cohen Morganstine, LCAM
Property Manager

CITY OF
Cooper City
Someplace Special

COOPER CITY PUBLIC SAFETY COMPLEX DCP
PROJECT STATUS PRESENTATION

CMS

TRC PARKITECTS

CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, Florida 33317
954-792-8525
AA #26000685

CMTA
A LEGENCE Company
181 Melody Ln, Suite 107 | Ft. Pierce, FL 34950
772.466.1165 | cmta.com

Kimley»Horn

PRESENTATION OUTLINE

CITY OF Cooper City
Someplace Special

1. Project Status – Task Overview.

2. Site Plan – Review the Latest Site Plan Base.

3. Fire Station 28 and EOC Building Floor Plan - Review Latest Schematic Floor Plans.

4. City Admin Building Floor Plan – Review Floor Plan Options to determine approach with the commission chambers and 3rd floor future use space options.

CITY OF Cooper City
Someplace Special

PROJECT STATUS

PROJECT APPROACH

CITY OF Cooper City
Someplace Special

PROJECT STATUS

Task 1 – Programming – Police & Fire Station Assessment **- Completed**

Task 2 – Site Review and Options - Completed

Task 3 – Site Plan Approval Process - Coordinate with the City and AHJs to support project planning and preliminary site plan approval.

Task 4 & 5 – Design Criteria Package & Cost Estimates- Prepare a Design Criteria Package and overall project cost estimate establishing the project requirements for design-build procurement.

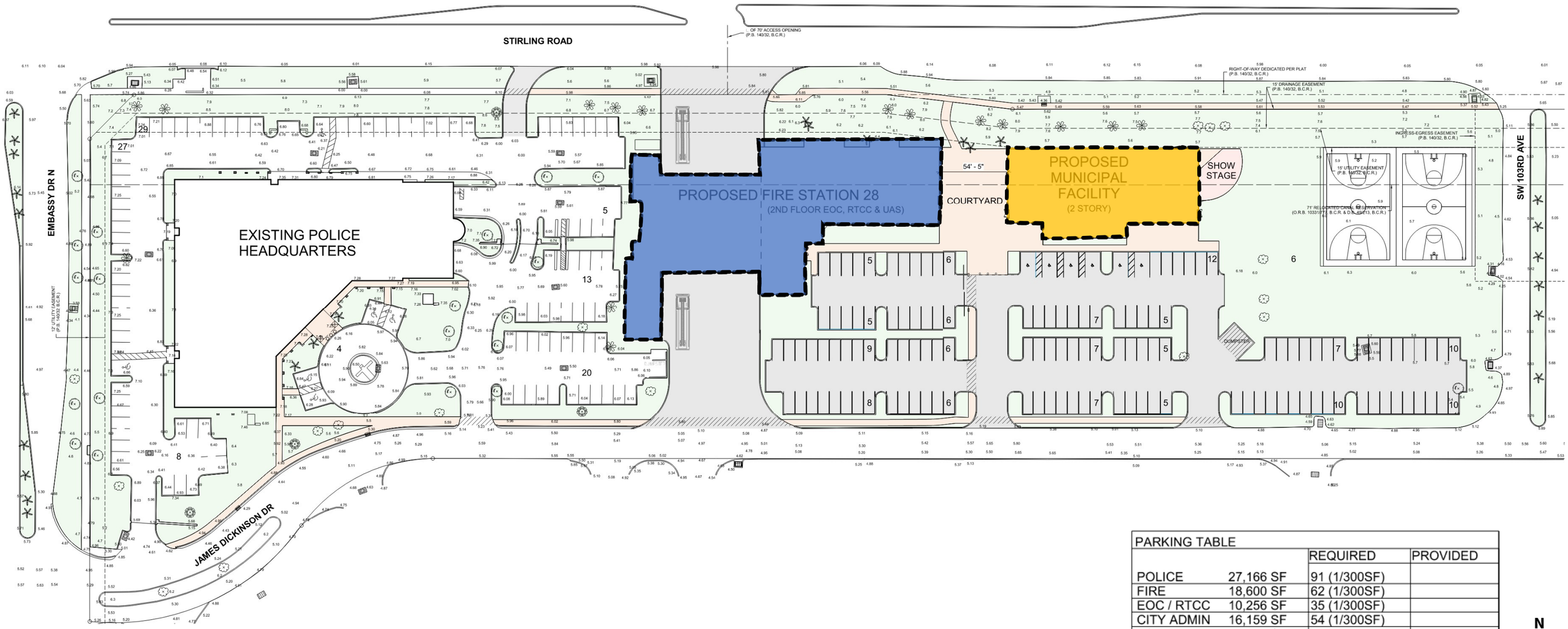
Task 6 & 7 – Design Build Contractor Selection and Oversight - Support procurement and project delivery through compliance reviews and project oversight.

CITY OF Cooper City
Someplace Special

SITE PLAN

SITE PLAN UPDATE

CITY OF Cooper City
Someplace Special



PARKING TABLE			
		REQUIRED	PROVIDED
POLICE	27,166 SF	91 (1/300SF)	
FIRE	18,600 SF	62 (1/300SF)	
EOC / RTCC	10,256 SF	35 (1/300SF)	
CITY ADMIN	16,159 SF	54 (1/300SF)	
TOTAL	72,181 SF	241	242

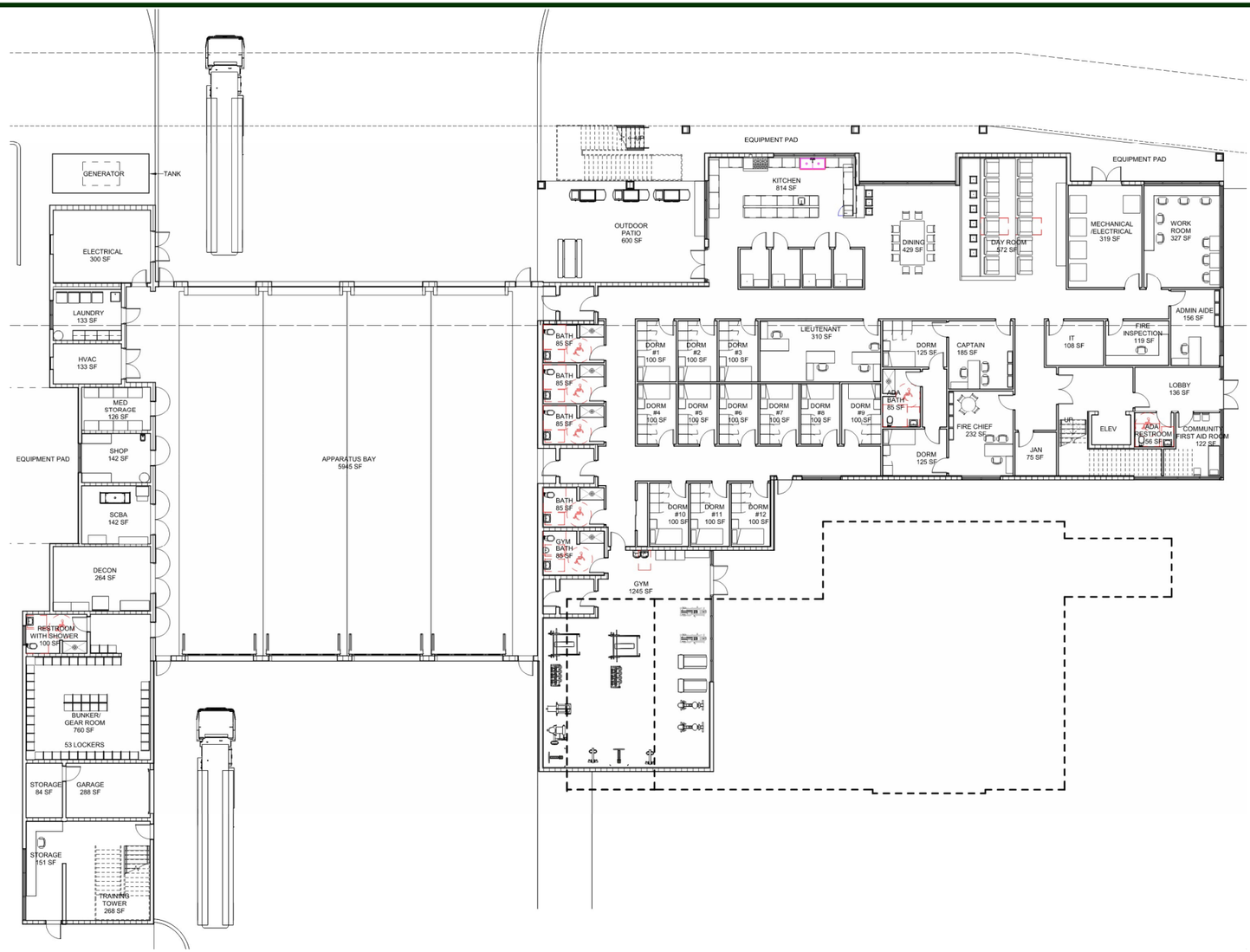
N

FIRE STATION 28 AND EOC BUILDING
FLOOR PLAN

FIRE STATION 28 - FLOOR PLAN

FIRST FLOOR FIRE STATION / SECOND FLOOR EOC, UAS, RTCC

CITY OF Cooper City
Someplace Special



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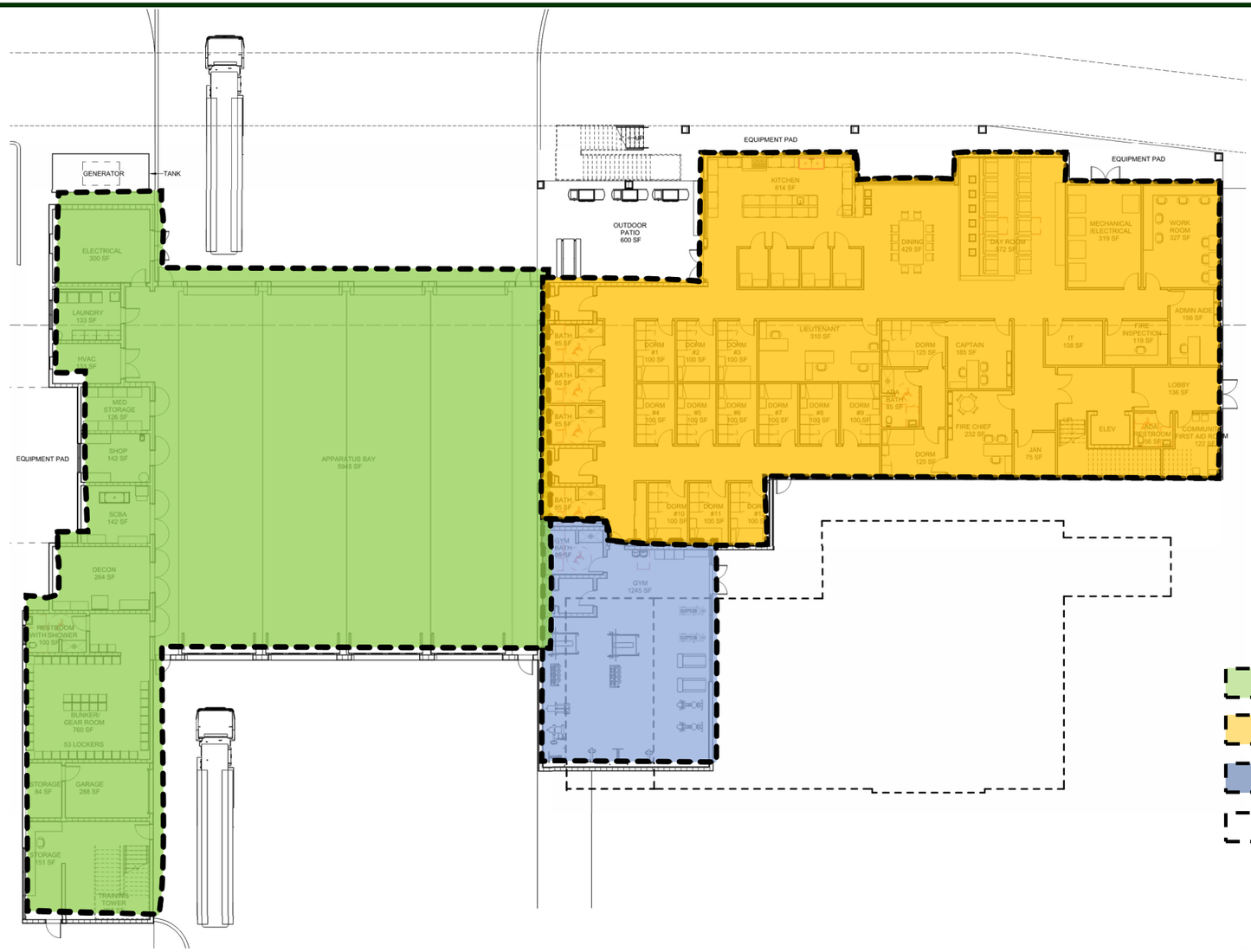
FIRE STATION 28 – PHASING PLAN

FIRST FLOOR FIRE STATION / SECOND FLOOR EOC, UAS, RTCC

CITY OF Cooper City
Someplace Special



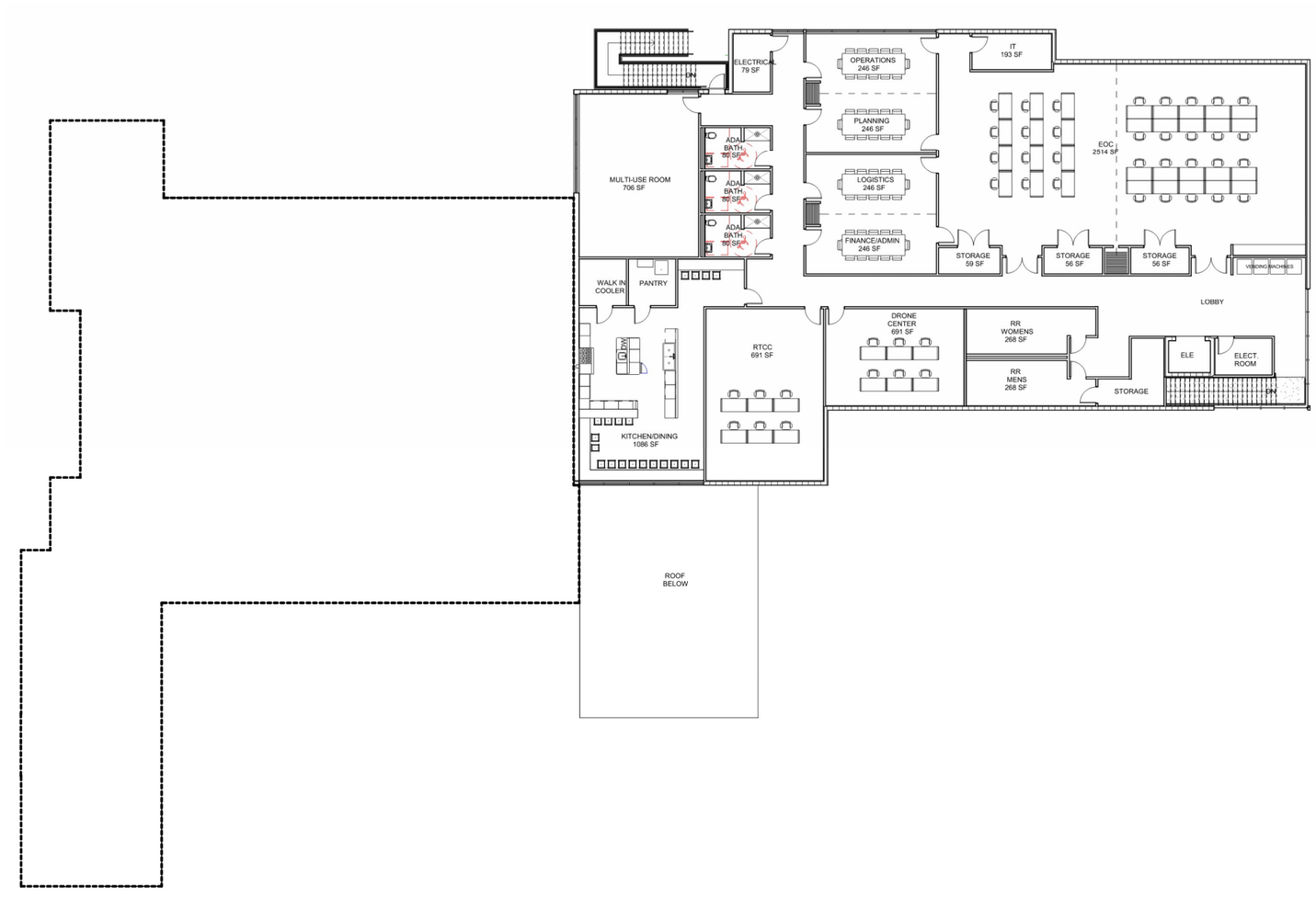
- Fire Station Apparatus – Phase 1
- Fire Station Living Quarters – Phase 2
- Public Safety Gym – Phase 3
- Existing Fire Station Living Quarters

N

EOC FLOOR PLAN

SECOND FLOOR EOC, RTCC & UAS BLDG.

CITY OF Cooper City
Someplace Special



N

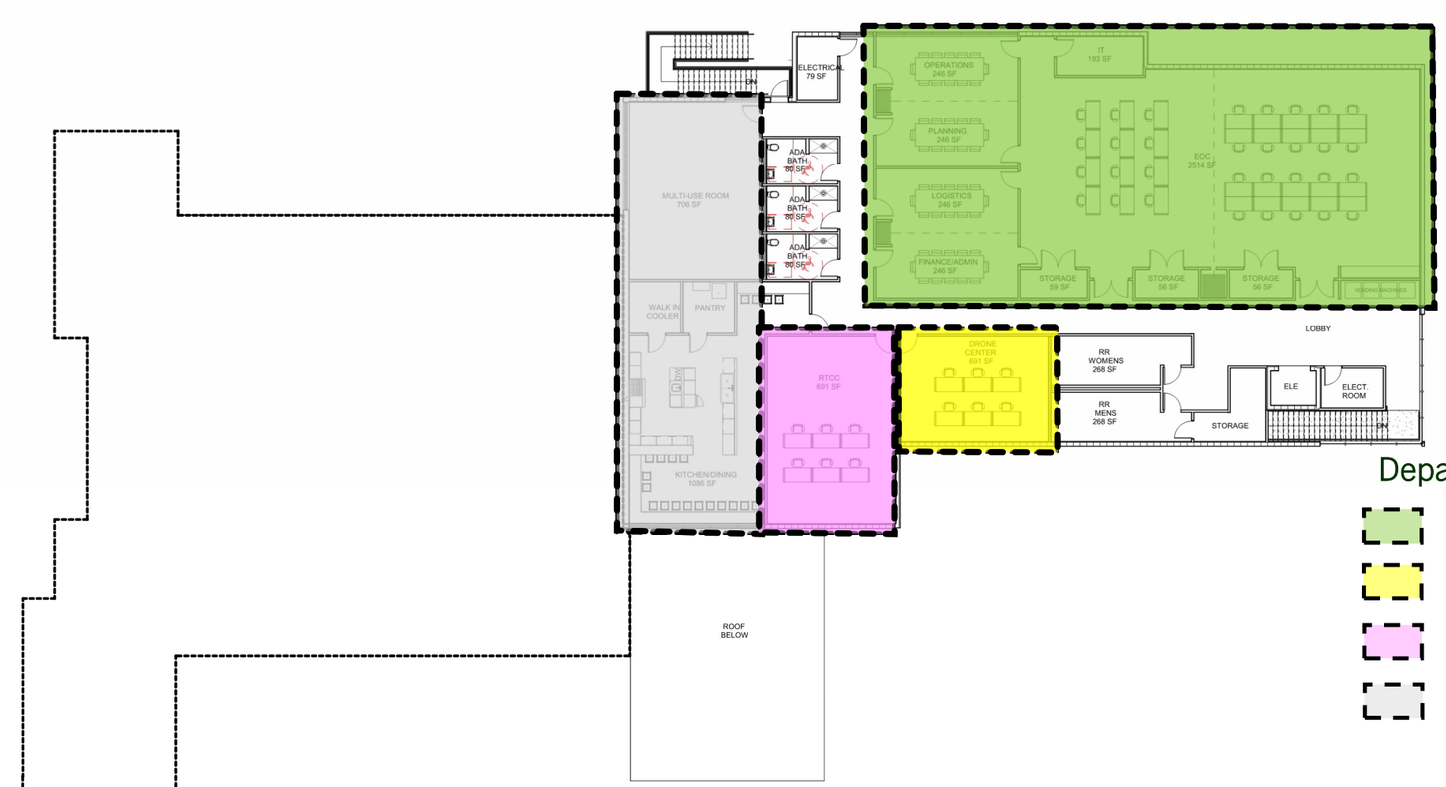
Cooper City Public Safety Complex, Project Status Presentation

CPZ Architects : CMS: CMTA: Terracon : Kimley-Horn

EOC FLOOR PLAN

SECOND FLOOR EOC, RTCC & UAS BLDG.

CITY OF Cooper City
Someplace Special



Department Type:

- EOC
- Drone Control Center)
- RTCC (Real Time Crime Center)
- Workplace Resources

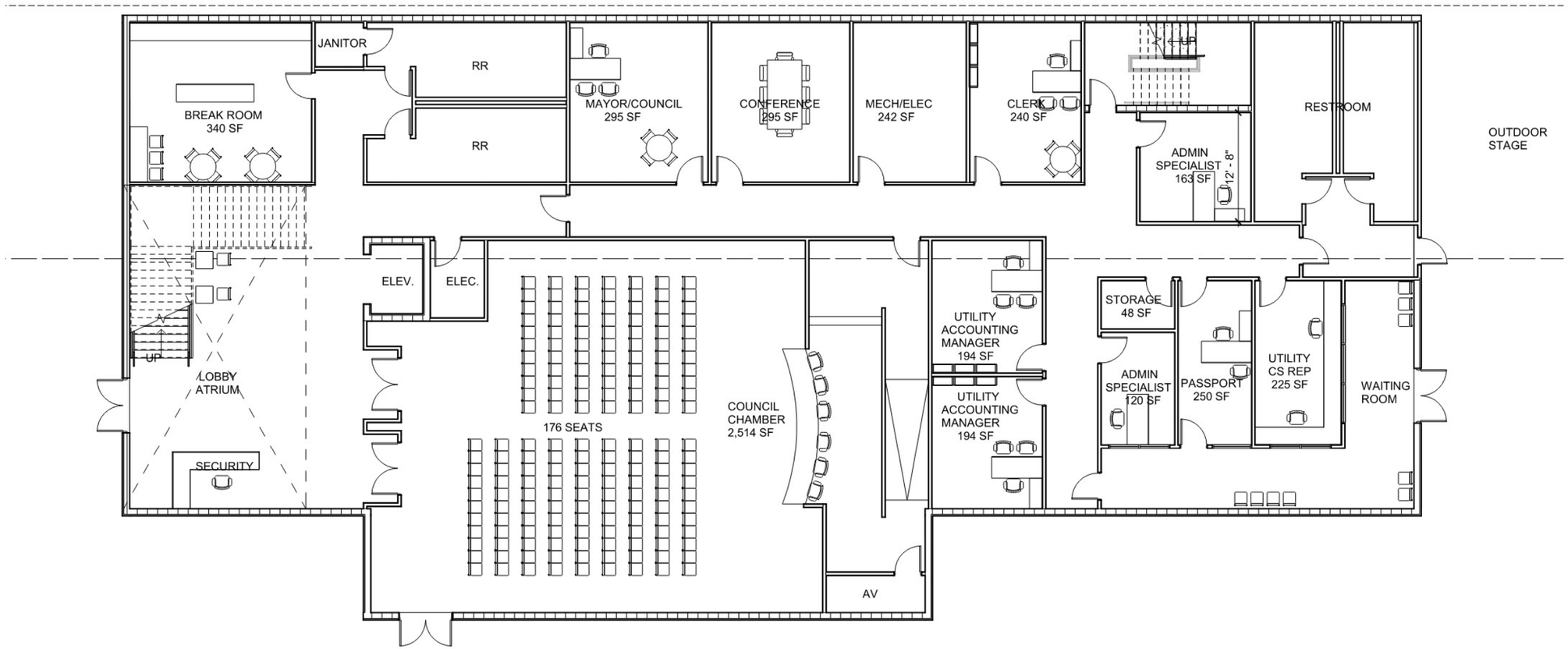
N

CITY ADMIN BUILDING
FLOOR PLAN

CITY ADMIN BUILDING FLOOR PLAN OPTION – **A**

INCLUDES A 3RD FLOOR FOR FUTURE EXPANSION

CITY OF Cooper City
Someplace Special



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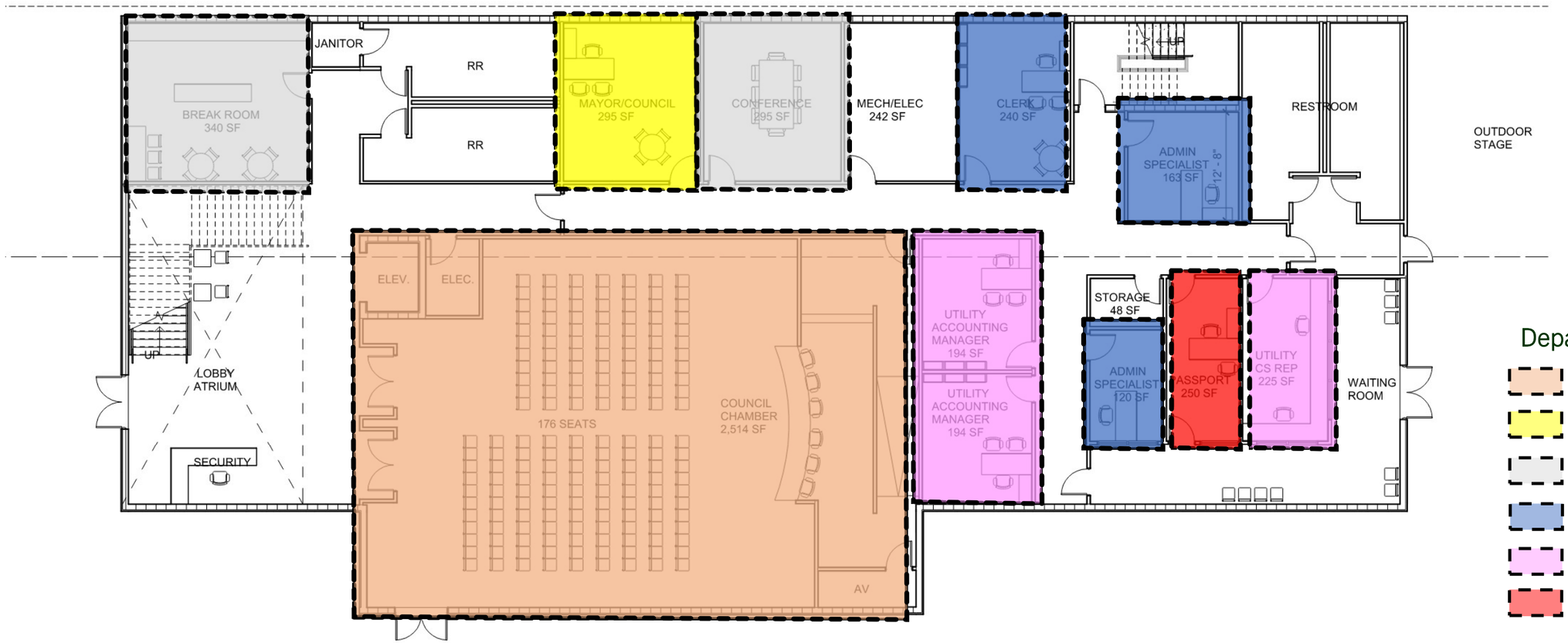
CITY ADMIN BUILDING FLOOR PLAN OPTION – **A**

INCLUDES A 3RD FLOOR FOR FUTURE EXPANSION

CITY OF Cooper City
Someplace Special



CITY HALL BUILDING FLOOR PLAN – OPTION A

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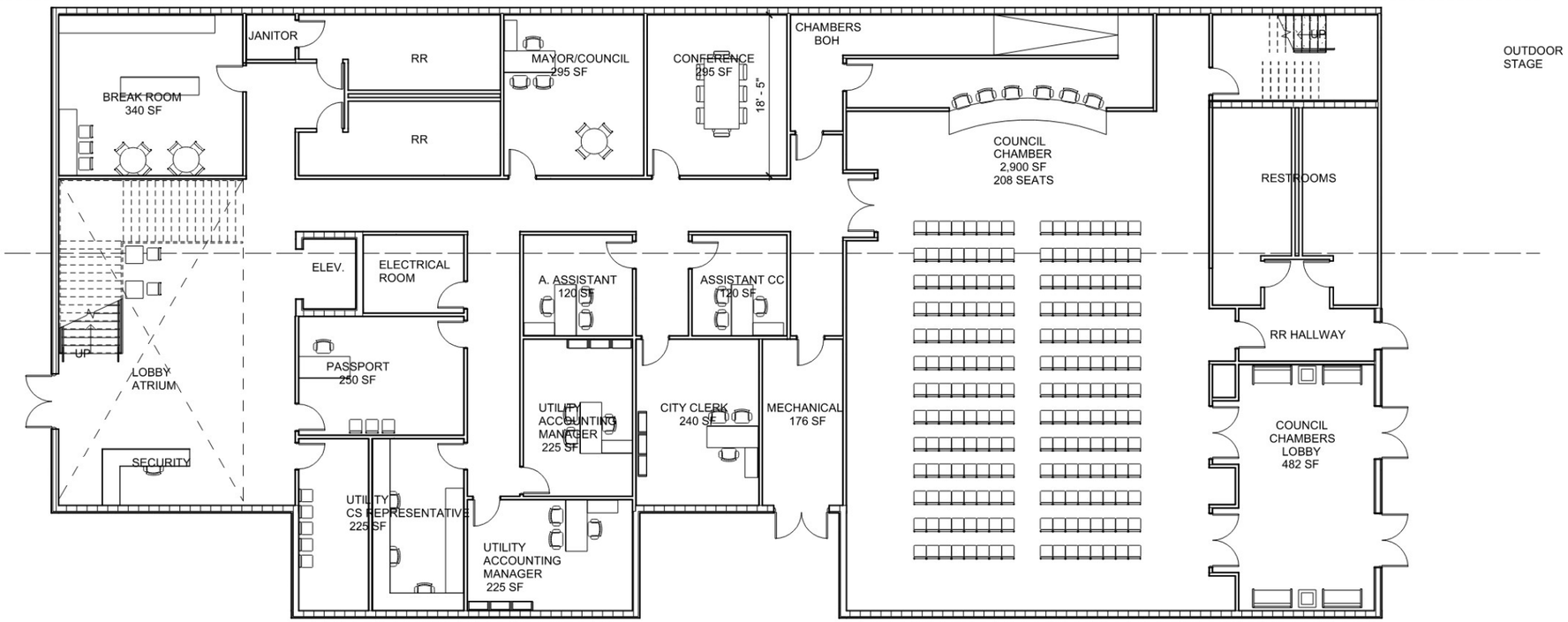
CITY ADMIN BUILDING FLOOR PLAN OPTION – **B**

INCLUDES A 3RD FLOOR FOR FUTURE EXPANSION

CITY OF Cooper City
Someplace Special



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CITY ADMIN BUILDING FLOOR PLAN OPTION – **B**

INCLUDES A 3RD FLOOR FOR FUTURE EXPANSION

CITY OF Cooper City
Someplace Special



Department Type:

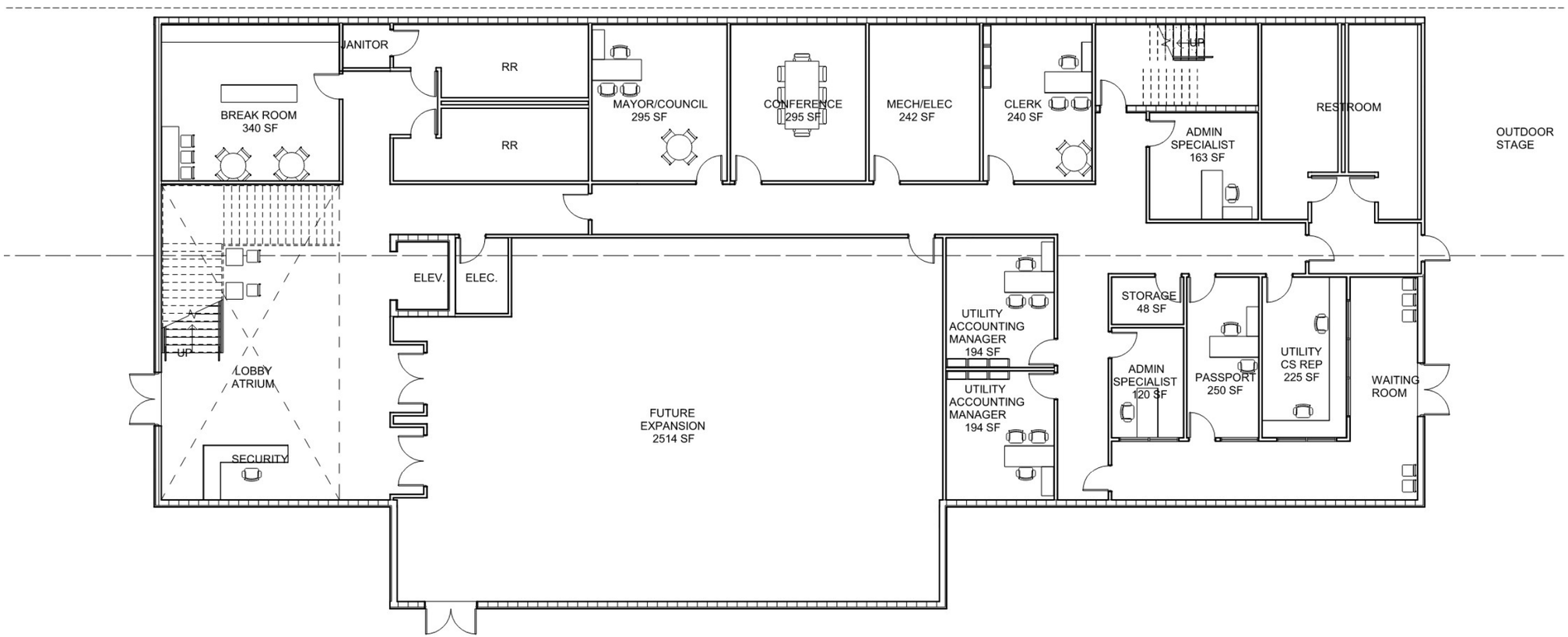
- Council Chambers
- Mayor / Commission Office
- Workplace Resources
- City Clerk
- Utilities Department
- Passports

N

CITY ADMIN BUILDING FLOOR PLAN OPTION – **C**

DOES NOT INCLUDE A 3RD FLOOR FOR FUTURE EXPANSION

CITY OF Cooper City
Someplace Special



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CITY ADMIN BUILDING FLOOR PLAN OPTION – **C**

DOES NOT INCLUDE A 3RD FLOOR FOR FUTURE EXPANSION

CITY OF Cooper City
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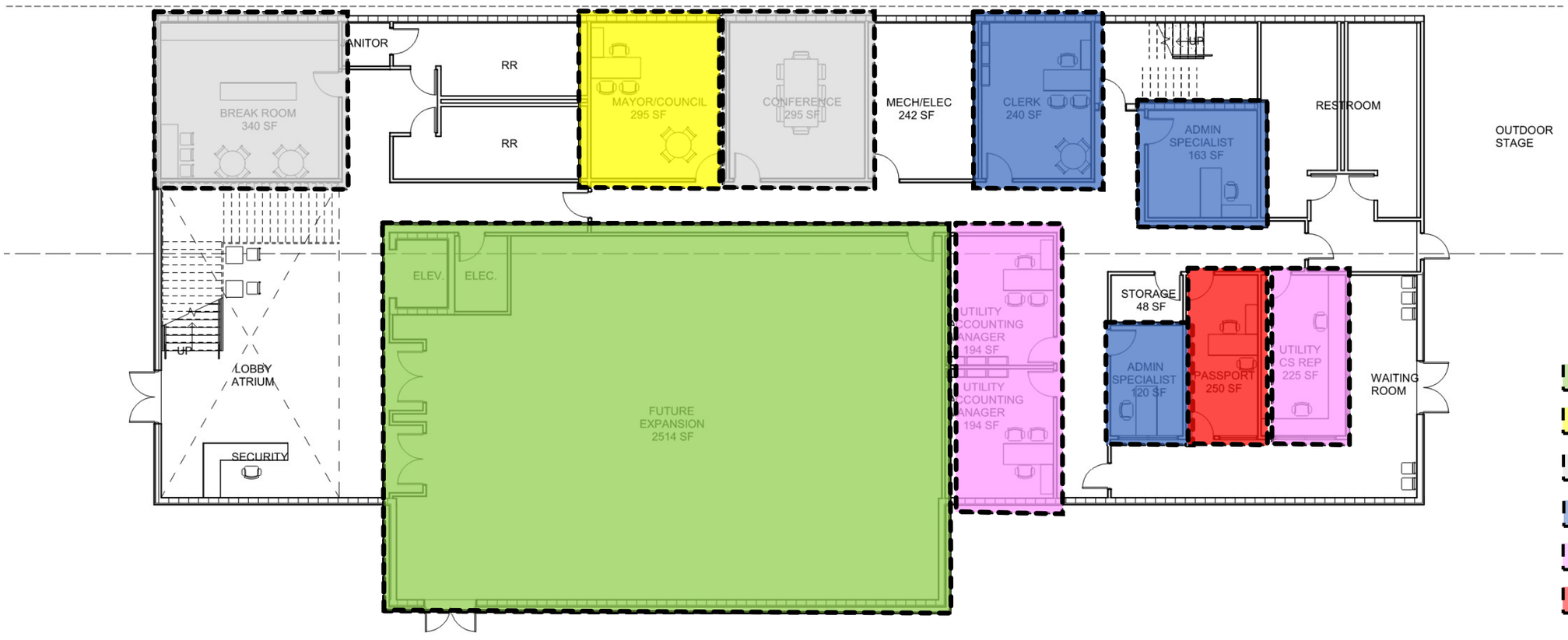

CITY ADMIN BUILDING FLOOR PLAN – SECOND FLOOR

CITY OF Cooper City
Someplace Special



N

CITY ADMIN BUILDING FLOOR PLAN – SECOND FLOOR

CITY OF Cooper City
Someplace Special



Department Type:

- City Manager and Staff
- Accounting Department
- Workplace Resources
- Human Resources
- Community Engagement & Technology

N

NEXT STEPS

- Finalize Schematic Floor Plans.
- Develop site and Building Design.
- Coordinate the preliminary Site plan approval process and schedule - continue composition of Design Criteria Package.
- Finalize police station scope of work for proposed improvements recommended in assessment reports for MEP, Structural and Hardening.

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Cooper City
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THANK YOU!

CMS

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AA #26000685

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