CITY OF COOPER CITY

CITY COMMISSION REGULAR MEETING

Tuesday, November 14, 2023 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

DECORUM - Jacob Horowitz, City Attorney

CHANGES TO AGENDA/EMERGENCY MATTERS

PROCLAMATIONS/PRESENTATIONS

1. Pioneer Day - Amy Heywang Presentation - **Mayor Ross**
2. Felipe Valentin Proclamation - **Commissioner Shrouder**
3. JCC Maccabi Games Presentation
4. Chess Tournament Presentation
5. Broward Sheriff's Office Recognition of Fire Rescue 228's Crew.
6. Pet Adoption - **Commissioner Mallozzi**

PUBLIC SPEAKING

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

LAND DEVELOPMENT MATTERS

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

Ordinances On First Reading

7. **Ordinance 23-25 (Community Development)**

   AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING REZONING PETITION #Z 8-1-23; PROVIDING FOR THE REZONING OF THE APPROXIMATELY 2.4 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF N.W. 37TH STREET AND N.W. 100TH AVENUE (APPROXIMATELY ½ MILE SOUTH OF STIRLING ROAD) IN COOPER CITY, FLORIDA; REZONING THE SUBJECT PROPERTY FROM E-2, ESTATE DISTRICT (BROWARD COUNTY) TO E-1 ESTATE DISTRICT (COOPER CITY); PROVIDING FOR AMENDMENT OF THE CITY'S OFFICIAL

ZONING MAP; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

CONSENT AGENDA

Minutes

8. October 24, 2023 Regular Commission Meeting Minutes

Motion to Approve

9. Motion to approve the execution of an Agreement with Gomez & Son Fence Corp. for Fence Replacement, Repair and Installation Services throughout the City. – **Public Works & Utilities**

10. Motion to approve and authorize the updated job descriptions of the positions of Utilities Coordinator, Administrative Assistant, Electrician Assistant and Utilities Mechanic Trainee as approved by the City Commission in the 2023 Classification and Compensation Study and FY 2024 budget - **Utilities**

REGULAR AGENDA

11. Discussion and possible action on amending Section 23-90 – Fences, walls, and hedges of the City's Code of Ordinances – **Commissioner Mallozzi**

12. Discussion and possible action on the Parks & Recreation Department informing the Commission of Upcoming City Events. – **Commissioner Mallozzi**

13. Discussion and possible action regarding the regulation of livestock in the City. – **Commissioner Mallozzi**

14. Update on Traffic Calming Devices – **Commissioner Mallozzi**

15. Update on the conditions of the Cooper City Fire Station – **Commissioner Mallozzi**

16. Motion to Approve STARS Grant Program Agreement and Funding - **BSO**

17. Motion to approve and authorize sole or single source procurements as allowed in Sec. 2-258(b) of the City Code of an anti-scalant chemical, Megaflux Fe from American Water Chemicals in the amount not to exceed $65,305; a corrosion inhibitor, Carus 3380 from Carus LLC in the amount not to exceed $43,530.00; a membrane cleaner, PermaClean PC-77, from NALCO Water in the amount not to exceed $34,920; maintenance of SCADA systems at treatment plants from Jacobs in the amount not to exceed $19,500; maintenance of lift station telemetry control units from Data Flow Systems, Inc. in the amount not to exceed $21,925.00; and new Wilo pumps with repairs and parts, in an amount not to exceed $160,000, including additional related purchases that may become necessary due to unforeseen circumstance from each of the aforementioned vendors but not exceeding the approving authority of the City Manager as allowed in Sec. 2-255(b) of the City Code for Fiscal Year 2024. - **Utilities**

18. Motion to approve the City Manager's recommendation of Tena Granit for the Assistant Finance Director Position - **Administration**

19. Motion to approve the City Manager's recommendation of Michael Cobelo for the Director of Communications/PIO Position. - **Administration**

20. Motion to approve the City Manager's recommendation of Richard Scherle for the Public Works Director Position - **Administration**

REGULAR RESOLUTIONS

21. **Resolution 23-29 (Administration)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, PRE-APPROVING AND DESIGNATING CERTAIN QUALIFIED CITY ADMINISTRATIVE OFFICERS THAT THE CITY MANAGER IS AUTHORIZED TO APPOINT TO SERVE AS ACTING CITY MANAGER PURSUANT TO SECTION 4.01(3) OF THE CITY CHARTER; LIMITING THE PRE-APPROVAL OF EMPLOYEES SET FORTH HEREIN THROUGH JANUARY 15, 2025; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCES ON FIRST READING

22. **Ordinance No. 23 -24 - (Finance)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023 ; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

CITY MANAGER REPORT

23. Fund Transfer / Amendment - Administration Salaries

24. Fund Transfer / Amendment - Tree Trust Fund

25. Fund Transfer / Amendment - Police Confiscation Fund

CITY ATTORNEY REPORT

POLICE CHIEF'S REPORT

26. Police Chief's Report

FIRE CHIEF'S REPORT

27. Fire Chief's 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.

Office of the City Commission

Proclamation

WHEREAS, Felipe Valentin has dedicated twenty years of service as a security guard, vigilantly safeguarding the residents and properties of the Country Glen Neighborhood; and

WHEREAS, his unwavering commitment to the safety and well-being of the Country Glen community has contributed to Cooper City's reputation as a secure and peaceful place to live; and

WHEREAS, through his dedication, Felipe Valentin has become a respected figure, known for his integrity, professionalism, and friendly demeanor, embodying the spirit of community service; and

WHEREAS, the residents of Country Glen recognize and deeply appreciate his two decades of continuous night and day efforts that often go unseen, but without which the tranquility of our neighborhood could not be preserved.

NOW, THEREFORE, I, GREG ROSS, Mayor of the City of Cooper City, Broward County, Florida, and the City Commission, on behalf of our grateful community, do hereby extend our sincerest gratitude to Felipe Valentin on the occasion of his 20th anniversary serving and protecting the Country Glen community.

I**N WITNESS WHEREOF**, I have hereunto set my hand and caused the great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this 14th day of November 2023.

Let this proclamation be a testament to Felipe Valentin's valued service and steadfast dedication, which enhances the quality of life for Country Glen residents in our beloved city. We look forward to his continued presence and contributions, trusting in his ongoing commitment to the safety and security of our citizens.

Done this 14th day of November, in the year two thousand and twenty-three.

GREG ROSS

Mayor, City of Cooper City

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Administration

DATE: November 14, 2023

SUBJECT: JCC Maccabi Games Presentation

BACKGROUND OF ITEM:
Together, with the help of the JCC Professional Staff, Wonderful Volunteers, Sponsors, and Government Partners on the Municipal, State, and County levels, they have successfully hosted the 2023 JCC Maccabi Games & Access.

The JCC Maccabi Team would like to present the City with a memento commemorating its role and contribution to the games.

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Parks and Recreation

DATE: November 14, 2023

SUBJECT: Chess Tournament Presentation

BACKGROUND OF ITEM:
Cooper City supports students from Kindergarten through 12th grade with the opportunity to play chess every Saturday from 9 a.m. to 11 a.m.

Students from beginner to intermediate levels are welcome. Students of all ages with no chess experience are welcome to come and learn.

Players interact with other players and form new friendships. A positive experience is encouraged, and many players are more than happy to help beginners learn, friendly competition in a safe environment.

COOPER CITY PARKS AND RECREATION DEPARTMENT



MAYOR'S OPEN CHESS CHALLENGE

LOOKING FOR A CHALLENGE?

JOIN US FOR OPEN CHESS PLAY TO PRACTICE, LEARN AND SHARPEN YOUR CHESS SKILLS IN A FRIENDLY ENVIRONMENT.

ALL AGES AND SKILL LEVELS WELCOMED

SATURDAYS FROM 9:00 AM -11:00 AM

OPEN PLAY EVERY SATURDAY EXCEPT HOLIDAYS OR BROWARD COUNTY TOURNAMENTS

FREE

POOL AND TENNIS CENTER | 11600 STONEBRIDGE PARKWAY

PARKS and RECREATION
CITY OF Cooper City

954.434.4300 | WWW.COOPERCITY.GOV

CITY COMMISSION
STAFF REPORT

DEPARTMENT: BSO Fire

DATE: November 14, 2023

SUBJECT: Broward Sheriff's Office Recognition of Fire Rescue 228's Crew.

BACKGROUND OF ITEM:
Cooper City Rescue 228 responded to an incident in which they infused life-saving whole blood into a trauma patient. The hospital surgeons credited the advanced life support treatment for saving the patient's life. This crew is being recognized for their medical intervention and their dedication to excellence.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 23-25 (Community Development)**

DATE: November 14, 2023

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING REZONING PETITION #Z 8-1-23; PROVIDING FOR THE REZONING OF THE APPROXIMATELY 2.4 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF N.W. 37TH STREET AND N.W. 100TH AVENUE (APPROXIMATELY ½ MILE SOUTH OF STIRLING ROAD) IN COOPER CITY, FLORIDA; REZONING THE SUBJECT PROPERTY FROM E-2, ESTATE DISTRICT (BROWARD COUNTY) TO E-1 ESTATE DISTRICT (COOPER CITY); PROVIDING FOR AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

ROYAL PALM RANCHES PRESERVATION BOARD RECOMMENDATION:
At the meeting on November 1, 2023, the R.P.R.P.B. recommended APPROVAL of the E-1 Rezoning request with a 5-0 Vote.

PLANNING AND ZONING BOARD RECOMMENDATION:
At the meeting on November 6, 2023, the Planning and Zoning Board recommended APPROVAL of the E-1 Rezoning request with a 9-0 Vote.

Background and Property Description:
The subject site is approx. 2.4 acres in size and is presently vacant. The property was annexed into the City on September 15, 2004 and is within the Royal Palm Ranches Preservation Area. The existing zoning and Land Use Plan designations were inherited from Broward County and are the same as existed before the property was annexed into the City. The rezoning is necessary in order for the lot to be developed with two single family homes because the current County E-2 zoning requires a minimum lot size of two net acres per home.

The pre-annexation agreement that applies to the subject site and the surrounding properties states that the Royal Palm Ranches area will be considered a preservation area in order to protect the rural atmosphere of the community and that all zoning changes must first come before the Preservation Board for a recommendation and **must be approved by a super-majority vote of the City Commission.**

Staff Finding: Staff acknowledges that the applicant has addressed the review criteria for the application to be processed before City Commission. Staff does not refute the justifications presented by the petitioner and therefore finds that the applicant has met the submittal requirements for the rezoning request to be considered.

Staff recommends that should City Commission approve the rezoning request to the E-1, Estate District that it should be conditioned upon inclusion of the attached exhibit reflecting a maximum of one home on a minimum lot size of 1.34 and 1.15 acres be submitted the BCPA's office for separate folio numbers and legal descriptions.

STRATEGIC PLAN:
Provide an additional housing option for Cooper City residents.

PROCUREMENT:
N/A

FISCAL IMPACT:
N/A

ALTERNATIVES:
Keep the current zoning classification, keeping the requirement of 1 house per 2 acres of land.

ATTACHMENTS:
1. Staff Report
2. Ordinance 23-25
3. Ex. "A" – Applications & Justification Statements
4. Site Plans
5. Partially edited P&Z Minutes
6. Partially edited RPRPB Minutes

MEMORANDUM

To:	City Commission
From:	Jason Chockley, Community Development Asst. Director
Date:	November 14, 2023 – 1st Reading December 12, 2023 – 2nd Reading (Public Hearing)
Re:	Rezoning Application for Gala Residences

PETITION:	Gala Residences – Rezoning Application Petition #: Z 8-1-23
LOCATION:	NW corner of NW 37th Street and NW 100th Avenue (approx. 1/2 mile south of Stirling Road)
OWNERS/PETITIONERS:	Jarel & Michelle Lopez, Jamel & Ana Maria Lopez
LAND USE DESIGNATION:	E - Estate
REQUEST:	Rezoning from E-2, Estate District, Broward County, to E-1, Estate District, Cooper City to construct 2 single family homes on a 1.34 & 1.15 acre lot(s) and apply 1 flex unit.

Background and Property Description: The subject site is approx. 2.4 acres in size and is presently vacant. The property was annexed into the City on September 15, 2004 and is within the Royal Palm Ranches Preservation Area. The existing zoning and Land Use Plan designations were inherited from Broward County and are the same as existed before the property was annexed into the City. The rezoning is necessary in order for the lot to be developed with two single family homes because the current County E-2 zoning requires a minimum lot size of two net acres per home.

The pre-annexation agreement that applies to the subject site and the surrounding properties states that the Royal Palm Ranches area will be considered a preservation area in order to protect the rural atmosphere of the community and that all zoning changes must first come before the Preservation Board for a recommendation and **must be approved by a super-majority vote of the City Commission.**

The property is bound on all sides by single-family homes on estate-sized (2+ acre) lots. The subject site and surrounding properties are all Land Use Plan designated on the City's Future Land Use Plan Map at a maximum density of 1 dwelling unit per acre.

Consistency with Adopted Comprehensive Plan. The proposed E-1, Estate Zoning District is consistent with the existing E-Estate Land Use Plan designation in that the density does not exceed that allowed or envisioned by the City Comprehensive Plan. Policy 1.4.4 of the City's Future Land Use Element states that the City zoning as to permitted uses and densities must be in compliance with or be more restrictive than the requirements of the adopted City Future Land Use Element. The subject request is consistent with this policy in that the density proposed is one dwelling unit per acre as permitted by the City's Future Land Use Map. Accordingly, the request can be considered consistent with the Comprehensive Plan.

Land Use Compatibility: The E-Estate land use plan designation exists on properties surrounding the subject site on all sides. The requested zoning, with a minimum proposed lot size of one net acre would be consistent with surrounding zoning districts and existing land uses. The existing land uses near the subject site are single family homes on lots ranging from just less than an acre to over 2 acres.

The requested zoning would allow a maximum of two units on the existing 2.4 acre lot (1.34 & 1.15 for each new proposed lot) and utilize 1 flex unit. The intended use is to construct two single family homes on the lot(s) with the required minimum width of 125 feet. The E-1 Zoning District requires a minimum lot size of 35,000 square feet (builder's acre) and a minimum lot width of 125 feet, both of which are far exceeded under the subject request.

The proposed zoning with the attached exhibits reflecting the one acre minimum per lot size is consistent with the established rural residential lots in the area and with the remainder of the Royal Palm Ranches area.

Traffic Impacts: The rezoning request would allow the construction of two single family homes on the subject site which is not expected to excessively increase traffic impacts onto the surrounding roadways.

Staff Finding: Staff acknowledges that the applicant has addressed the review criteria for the application to be processed before City Commission. Staff does not refute the justifications presented by the petitioner and therefore finds that the applicant has met the submittal requirements for the rezoning request to be considered.

Staff recommends that should City Commission approve the rezoning request to the E-1, Estate District that it should be conditioned upon inclusion of the attached exhibit reflecting a maximum of one home on a minimum lot size of 1.34 and 1.15 acres be submitted the BCPA's office for separate folio numbers and legal descriptions.

ROYAL PALM RANCHES PRESERVATION BOARD RECOMMENDATION:
At the meeting on November 1, 2023, the R.P.R.P.B. recommended APPROVAL of the E-1 Rezoning request with a 5-0 Vote.

PLANNING AND ZONING BOARD RECOMMENDATION:
At the meeting on November 6, 2023, the Planning and Zoning Board recommended ___of the E-1 Rezoning request with a ___Vote.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING REZONING PETITION #Z 8-1-23; PROVIDING FOR THE REZONING OF THE APPROXIMATELY 2.4 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF N.W. 37TH STREET AND N.W. 100TH AVENUE (APPROXIMATELY ½ MILE SOUTH OF STIRLING ROAD) IN COOPER CITY, FLORIDA; REZONING THE SUBJECT PROPERTY FROM E-2, ESTATE DISTRICT (BROWARD COUNTY) TO E-1 ESTATE DISTRICT (COOPER CITY); PROVIDING FOR AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Petition #Z 8-1-23 (the "Petition") has been submitted by Jarel and Michelle Lopez and Jamel and Ana Maria Lopez, (collectively, the "Applicant") to rezone the approximately 2.4 acres of real property generally located on the northwest corner of N.W. 37th Street and N.W. 100th Avenue, approximately ½ mile south of Stirling Road, (the "Property") from E-2 Estate District (Broward County) to E-2 Estate District (Cooper City) in order to construct two (2) single-family homes on a 1.34 and 1.15 acre lot(s) and apply 1 flex unit. A copy of the Petition is attached hereto as Exhibit "A;" and

WHEREAS, in 2003, the City of Cooper City (the "City") annexed the Royal Palm Ranches community from unincorporated Broward County; and

WHEREAS, on September 30, 2003, the City Commission adopted Ordinance No. 2003-09-08, thereby submitting the proposed annexation to referendum and approving an agreement between the City and the residents of Royal Palm Ranches to provide for the future governing of the community (the "Pre-Annexation Agreement"); and

WHEREAS, on September 30, 2003, the City Commission also adopted Ordinance No. 2003-10-04, thereby amending the City's A-1 Agricultural Zoning District to more accurately reflect the Broward County standards for the potential annexation area; and

WHEREAS, the Pre-Annexation Agreement provided that the provisions of the Cooper City Code Section 23-76, establishing an "SRL, Special Residential Overlay District," shall apply to all of the properties annexed into the City; and

WHEREAS, the Pre-Annexation Agreement further provides, as follows:

> The Properties, considered collectively, will be considered a preservation area and in order to protect the rural atmosphere of the Properties, all Broward County land use and zoning classifications, rules and regulations that are applicable to the Properties on the effective date of the annexation shall be adopted by the City for the Properties. If the land use and zoning classifications, rules and regulations governing the Properties differ from those which exist in the City, the City shall modify its Codes no later than September 15, 2004 to enable the Properties to be maintained as they exist on the effective date of the annexation.

WHEREAS, the City's professional staff has reviewed the Petition and confirmed that it meets the minimum sufficiency requirements for consideration by the City Commission, as set forth in greater detail in the staff report attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, the Royal Palm Ranches Preservation Board considered the Petition for rezoning of the Property on November 1, 2026 and recommended approval; and

WHEREAS, the Planning and Zoning Board of the City of Cooper City considered the Petition for rezoning of the Property on November 6, 2023 and recommended approval; and

WHEREAS, in accordance with the Pre-Annexation Agreement, any and all municipal enactments that may affect a change in the Properties in the Royal Palm Ranches community must be approved by a super-majority (4/5) vote of the City Commission; and

WHEREAS, the City Commission of the City of Cooper City ("City Commission") has conducted a public hearing in accordance with Florida law; and

WHEREAS, after said hearing, the City Commission deems it to be in the best interests of the citizens and residents of the City of Cooper City that the Property be rezoned from E-2 Estate District (Broward County) to E-2 Estate District (Cooper City) in order to construct two (2) single-family homes on a 1.34 and 1.15 acre lot(s) and apply 1 flex unit.

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

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

Section 2: That the Petition is hereby granted; to rezone the approximately 2.4 acres of real property generally located on the northwest corner of N.W. 37th Street and N.W. 100th Avenue, approximately ½ mile south of Stirling Road, (the "Property") is hereby rezoned from E-2 Estate District (Broward County) to E-2 Estate District (Cooper City) in order to construct two (2) single-family homes on a 1.34 and 1.15-acre lot(s) and apply 1 flex unit.

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

Section 4: The amendment set forth in Section 2 hereof shall be entered in the official zoning map of the City of Cooper City, by the Community Development Director, subsequent to the effective date of this Ordinance.

Section 5: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 6: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 7: This Ordinance shall become effective upon adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2023.

PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

Approved As To Legal Form:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

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

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

Meeting Date: 11/14/2023 Item #7.

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 #: 28-1-23

DATE PETITION FILED: 8/7/23

Date of Pre-Submittal Meeting: 01/12/2023

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: _____

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: Gala Reseidences

B. Project Address: NW 37 STREET COOPER CITY, 33024

C. Section: ____ Township: ____ Range: ____ Total Acreage or square feet of Subject Property: 101,421

D. General Location Description (proximity to closest major intersection, in miles or fraction thereof):
ROYAL PALM RANCHES - NW CORNER OF NW 37 STREET AND NW 100 AVE

E. Folio Number(s): (If numerous Folio Numbers, list on a separate sheet and attach to this application). 514105010190

F. Brief Legal Description: EVERGLADES SUGAR & LAND CO SUB 2-75 D 5-51-41 TRACT 17 E1/2 OF W1/2 LESS E 25 THEREOF & LESS ADD E 25 AS DESC IN OR 42941/280 FOR R/W

II. LAND USE AND ZONING INFORMATION

A. Existing Zoning Designation: E2 BROWARD COUNTY

B. Future Land Use Plan Designation: E1 COOPER CITY

C. Existing Use(s) on Property: Vacant Lot

D. Proposed Use(s): Residential 2 UNITS

E. Other Land Use and Zoning conditions if applicable, i.e. approved variances, deed restrictions, previous conditions of approval:

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

Meeting Date: 11/14/2023 Item #7.

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

III. PROPERTY OWNER/APPLICANT/AGENT INFORMATION

Property Owner(s) of Record: LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T

Address: 5235 W BROWARD BLVD City PLANTATION ST FL Zip 33317

Phone: (954) 393-4463 Fax: E-Mail: jamel@zyisdigital.com

I am/We: LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T , 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) Jamel Lopez (Print Name)

STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of, January 20 23

By (Name of Person Acknowledging) Jamel Lopez She/he is personally known to me or has produced Personally Known as identification and did/did not take an oath.

NOTARY PUBLIC SIGNATURE:

Name – Must be typed, printed, or stamped) Michael A. Martinez Jr.

My Commission Expires: 06/23/2024

MICHAEL A MARTINEZ JR NOTARY My Comm. Expires 06/23/2024 No. HH 013909 PUBLIC STATE OF FLORIDA

Petitioner(s) if other than Owner): LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T

Address: 5235 W BROWARD BLVD City PLANTATION ST FL Zip 33317

Phone: Jamel Lopez(305)753-2526 Fax: E-Mail: jamel@zyisdigital.com
Jarel Lopez(954)235-4464

Agent (if other than Owner): Michael A. Martinez Jr

Address: 320 S Flamingo Rd #228 City Pembroke Pines ST FL Zip 33027

Phone: (954) 393-4463 Fax: E-Mail: martprojectmgmtandconsulting@gmail.com

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

Meeting Date: 11/14/2023 Item #7.

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

All Correspondence will be sent to the Agent unless otherwise requested.

I am/we are the ☑ Agent ☒ Petitioner ☐ Other _____

Signature(s) _____

STATE OF FLORIDA **COUNTY OF** BROWARD

The foregoing instrument was acknowledged before me this 19 day of, May 20 23

By (Name of Person Acknowledging) LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T 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) Michael A. Martinez Jr

My Commission Expires: 06/23/2024

MICHAEL A MARTINEZ JR NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires: 06/23/2024 No. HH 013909

STAFF USE ONLY			
Petition #: 2 8-1-23	Staff Intake By: JChockley	Intake Date:	8/7/23
Sufficiency Completed by:	JChockley	Sufficiency Date:	8/8/23

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

Meeting Date: 11/14/2023 Item #7.

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

REZONING 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.coopercityfl.org. ALL ADVERTISING AND RECORDING FEES WILL BE THE RESPONSIBILITY OF THE APPLICANT.*

Date of Pre-Submittal Meeting: 01/12/2023

FOR STAFF ONLY:

PETITION #: 2 8-1-23

DATE PETITION FILED: 8/7/23

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. Refer to Code Section 23-151
4. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. ZONING INFORMATION

Existing Zoning: E-2 BROWARD COUNTY Code Section: 39-261

Proposed Zoning: E-1 COOPER CITY Code Section: 23-26

Land Use Plan Designation: E- ESTATE

Acreage or Square Footage: (58,500 + 50,200)

Brief Legal Description (attach full Legal Description):

EVERGLADES SUGAR & LAND CO SUB 2-75 D 5-51-41 TRACT 17 E1/2 OF W1/2 LESS E 25THEREOF & LESS ADD E 25 AS DESC IN OR 42941/280 FOR R/W

II. ADJACENT PROPERTIES

Adjacent Property	Land Use Plan Designation	Zoning Designation	Existing Use(s) of Property
NORTH	Rural Estate District	E2	01-01 Single Family
SOUTH	Rural Estate District	E2	01-01 Single Family
EAST	Rural Estate District	E2	01-01 Single Family
WEST	Rural Estate District	E2	63-07 Grazing Land Soil Capability Class IV - horses with residence

If previous approvals of adjacent properties affect the subject Petition, please include a brief description of the approved square footage or the number of dwelling units.

III. CRITERIA FOR REVIEWING REZONING REQUESTS

The applicant should address each of the following criteria in the justification of the rezoning request. Responses should be on separate sheets and attached.

(1) The proposed change is not contrary to the adopted comprehensive plan, as amended, or any element or portion thereof;

(2) The proposed change would not create an isolated zoning district unrelated and incompatible with adjacent and nearby districts;

CITY OF Cooper City Someplace Special

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

(3) Existing zoning district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

(4) The proposed change will not adversely affect living conditions in the neighborhood;

(5) The proposed change will not create or excessively increase automobile and vehicular traffic congestion or otherwise affect public safety;

(6) The proposed change will not adversely affect other property values;

(7) The proposed change will not be a deterrent to the improvement or development of other property in accord with existing regulations;

(8) The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the welfare of the general public;

(9) There are substantial reasons why the property cannot be used in accord with existing zoning.

IV. SUBMITTAL CHECKLIST

QTY	REQUIRED ***Submittal requirements not to be duplicated if request accompanying other Petitions.**	YES (√)
1	Completed Original General Application	☑
1	Completed Original Rezoning Application	☑
1	Certificate of Title, property deed or other proof of ownership	☑
*14	Copies of the Signed & Sealed Surveys – 1 Signed & Sealed Survey	☑
*14	Plats, if property is platted	☑
*14	Site Plans or Statements of Intent of proposed use of property (Check with Staff)	☑
*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.	☑
1	Justification Statement	☑
1	List of Property Owners within the 400' radius	☐
1	Sets of Mailing Envelopes (labeled with Property Owners) & Use City's Address on the return	☐
1	Radius Map from Property Appraisers Office showing 400' radius on tax map	☐

V. SIGN CRITERIA FOR POSTING ON PROPERTY

Please refer to the attached code, Section 23-151(e) requirement for posting of the property, which is the responsibility of the applicant. If you have any question regarding the posting or other notification requirements of the Rezoning petition, please contact the Community Development Staff.

VI. STAFF USE ONLY

Petition #: 28-1-23	Staff Intake By: J Chockley	Intake Date:	8/7/23
Sufficiency Completed by:	J Chockley	Sufficiency Date:	8/8/23

VII. COOPER CITY CODE

Sec. 23-151. Rezoning (map amendment).

(a) All applications for changes or adjustments in the zoning classifications of real property in the city shall be submitted to the city clerk in writing by the applicants, and shall set forth the following information:

(1) Name and address of applicant;
(2) Certificate of title, property deed or other proof of ownership;
(3) Legal description of the property to be affected by the change;
(4) Type of change desired;
(5) Statement of intent or concept sketch map setting forth the use to be made of the property;
(6) Such other information as may be required from time to time by the city commission and/or the planning and zoning board.

(b) In addition thereto, the application shall be accompanied by a fee, which shall be nonrefundable regardless of the action taken by the commission with respect to the application, and shall be deposited by the city clerk in the general revenue fund of the city for costs incident to the processing of the application.

(c) The procedure for the review and granting of rezoning requests shall be in accordance with applicable provisions of F. S. Chapters 163 and 166, as may be amended.

(d) The City Commission shall schedule the public hearing required herein not sooner than twenty (20) days after the receipt of the report from the Planning and Zoning Board, nor later than ninety (90) days after the receipt of the report of the Planning and Zoning Board. If the planning and zoning board fails to report, the City Commission shall, upon the expiration of the sixty (60) days following the referral to the Planning and Zoning Board, thereafter schedule the public hearing at a date not sooner than twenty (20) days nor later than ninety (90) days following its first regular meeting, subsequent to the expiration of the sixty (60) days as aforesaid.

(e) In addition to those procedures required by state law, each applicant for a rezoning shall post the property(s), which is (are) the subject of such application with signs indicating that a rezoning is pending.

(1) Each sign to be posted in conformity with this section shall measure forty-eight (48) inches by forty-eight (48) inches and shall be constructed of three-quarter (3/4) inch A/C exterior grade plywood, set thirty-six (36) inches above surrounding grade from the bottom of the sign board, mounted on two (2) four (4) inch by four (4) inch by ten (10) foot pressure treated posts or metal angles.

(2) Signs shall be painted with white enamel paint background and black enamel painted letters, except that the top line shall be painted red enamel. Lettering shall be gothic style upper case with the top line measuring at least eight (8) inches in height and all other lines measuring at least three (3) inches in height.

(3) Text sign shall read as follows:
Rezoning Applied for This Property From: (Insert zoning district) To: (Insert zoning district) Public Hearing Dates: Planning & Zoning: (Insert date) City Commission: (Insert date) For further info, call Planning Dept. 434-4300, ext. 226

(4) Signs shall be placed on each street frontage of the subject property at a distance of no more than ten (10) feet within the property line.

(5) Each sign to be posted in conformity with this section shall be placed upon the parcel upon which the applicant is seeking a rezoning concurrently with the filing of an application for a rezoning with the city clerk and shall remain upon subject property until such time as the city commission has finally adopted or rejected the applicant's rezoning request. It shall be a violation of this section for any sign posted to remain more than seven (7) days following final commission action upon applicant's rezoning request.

(6) Each applicant prior to being scheduled for city commission action or an ordinance granting the rezoning application shall submit a sworn affidavit that he has acted in compliance with this section.

(f) Applicants for rezoning, in addition to any fee set forth hereinabove, shall be required to pay the actual costs of any advertisements required in accordance with this code and applicable laws.

JUSTIFICATION STATEMENT
37 N.W. STREET & N.W. 100TH AVE Folio No: 514105010190
Date: 20230918

This Justification Statement is in relation to the Application of rezoning for the property of, Jarel T. Lopez and Michelle R. Lopez, husband and wife and Jamel T. Lopez and Ana M. Pena. Collectively owners and applicants, ("Applicant") of the real property located at NW 37 Street, Cooper City Fl 33024, (the "Property"), Folio No. 514105010190. Applicant is providing this Rezoning Justification Statement to request the rezone of said property from Estate District ("E-2") to Property Estate District ("E-1").

I. PROPERTY DESCRIPTION & PROPOSED DEVELOPMENT

The Property currently bears an E-2 classification with an underlying land use designation of Estate ("E"). The vacant site is approximately 2.32 acres (101,421 SqFt.) The Applicant's proposal involves dividing this vacant lot into two equal-sized lots of approximately 1.15 acres (50,710.5 SqFt.) each with the intent to construct primary residential homes of approximately 5,100 SqFt.

II. REZONING JUSTIFICATION STATEMENT

Pursuant to Section 23-151, Cooper City Code of Ordinances, a rezoning application shall be reviewed in accordance with the following criteria:

1) **The proposed change is not contrary to the adopted comprehensive plan, as amended, or any element or portion thereof;**

The proposed change does not adversely affect any of the elements of the Comprehensive Plan. The proposed rezoning aligns with the Cooper City Comprehensive Plan. This alignment ensures that the development adheres to the city's long-term vision for land use and development, promoting sustainable growth.

Specifically, but not limited to, the proposed rezoning district are consistent with the following:

Chapter 1, Section 3.02 (a.) 1.
Residential dwelling units that shall not exceed the maximum number of units allocated for the parcel of land by the City's Future Land Use Map. Rezoning of a parcel of residential land to permit more units than allocated for the parcel by the City's Future Land Use Map shall be in compliance with the City's Comprehensive Plan when the City Council applies reserve units in accordance with the Future Land Use Element Implementation Section.

Chapter 1, Section 3.
Residential Density Standards: The Estate (1) Residential category permits up to one (1) dwelling unit per gross acre.
Chapter 3, OBJECTIVE 3.2
Ensure that all housing units in the City continue to meet minimum code standards and to the extent feasible, are enhanced and maintained to provide a pleasant aesthetic quality and safe living conditions.

2) **The proposed change would not create an isolated zoning district unrelated and incompatible with adjacent and nearby districts;**

The proposed rezoning is consistent with the development pattern of the area as well as the City's policies regarding residential land. Homes to the east and south from the lot in question are currently zoned as E-1 and E-2. Ranging from 328.5 ft to 816.9 ft from the purposed lot are multiple established lots, zoned as E-1 (see table below). The existence of identical zoned lots in such proximity to the purposed lot, corroborates the compatibility.

House Number	**Approximant Distance/Direction**	**Zoning Designation**	**Existing Use(s) of Property**
9990	0 (North)	E2	01-01 Single Family
3800	17 FT (East)	E2	63-07 Grazing Land Soil Capability Class IV
10000	26FT (South)	E2	01-01 Single Family
3611	26 FT (West)	E2	01-01 Single Family
9711	711.9 FT (East)	E1	01-01 Single Family
9701	816.9 FT(East)	E1	01-01 Single Family
10011	328.5 FT(South)	E1	01-01 Single Family
10021	328.5 FT(South)	E1	01-01 Single Family

10031	328.5 FT(South)	E1	01-01 Single Family

3) Existing zoning district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

The existing zoning district boundaries are logically drawn, with the exception that the current property is zoned as E-2 (Broward County), necessitating a change to E-1 (Cooper City) to accommodate the Applicant's desired change. Aligning the property's zoning with its intended use (E-1) logically draws boundaries.

4) The proposed change will not adversely affect living conditions in the neighborhood;

The proposed changes are not expected to adversely affect living conditions in the neighborhood through this rezoning request. The property is already in a residential zone. Rather, the proposed change will enhance the current living conditions in the neighborhood. The proposed change will increase the aesthetics of the neighborhood, providing curb appeal. The applicant has worked with an experienced Architect who has created a design which compliments and enhances the existing neighborhood. The proposed change, as indicated in the sketch and description of the proposed property, respects the property line and setbacks to ensure proper spacing between properties to help preserve the visual appeal of the neighborhood. The Applicant ensures the use of high-quality materials and reputable contractors and to adhere to all local regulations.

5) The proposed change will not create or excessively increase automobile and vehicular traffic congestion or otherwise affect public safety;

The proposal ensures that vehicular access points remain unchanged. The purposed use associated with this rezoning request will not otherwise adversely affect traffic or public safety. The persons who will be residing at each residential property purposed, do not fit the definition of over-crowding pursuant to City of Cooper City Comprehensive Plan, Housing Element. Specifically, but not limited to, the purposed rezoning district are consistent with the following:

Chapter 1, Policy 1.3.3.
Residential neighborhoods shall be designed to include an efficient system of internal circulation, including the provision of collector streets to feed the traffic onto arterial roads and highways.

Chapter 3, Section E. Housing and Living Conditions
Over-Crowding - 1.01 persons per room or more within a dwelling unit.

6) The proposed change will not adversely affect other property values;

The proposed change will not adversely affect the property values, rather, the rezoning and subsequent development are likely to increase property values. The proposal would also likely produce an increase of property taxes for the City of Cooper City, aiding in maintaining a healthy contribution to public education and other local services. It is the intention of the Applicant to build 2 separate homes, 1 per acre, for each separate family. Rezoning the lot to E-1 will allow the joint owners to build 2 separate homes on the property, each home will be appraised separately that increase the property value immensely. The Applicant proposes a strong visual appearance through a modern architectural construction, well-manicured and maintained vegetation along with the property's perimeter adorned with trees on the interior of the property. The newly constructed home will be used as the primary residences. Modern, well-designed homes can attract buyers and enhance appeal of the entire neighborhood, leading to potentially higher property taxes and overall community prosperity.

7) The proposed change will not be a deterrent to the improvement or development of other property in accord with existing regulations;

The proposed change will not deter the improvement or development of other property in accordance with the Cooper City Code of Ordinances; Chapters 21, 22, 23, 24 and 25. Further, by maintaining compatibility with existing zoning and encouraging landscape, drainage, and appropriate lighting, the proposal sets a positive example for existing and future property development, contributing to the overall improvement of the area. Moreover, a large portion of the properties within the vicinity of the purposed property are already zoned as E1, meaning the uses intended for the area purposed are already compatible with the other homes in the area.

8) The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the welfare of the general public;

The purposed zoning aligns with the characteristics of the area, compatible with the existing lots to the east and south. Ensuring that it does not grant special privileges to individual owners. This equitable approach promotes fairness and consistency in land use planning. The perimeter buffers, building heights and home square footages are

compatible with the surrounding properties. Therefore, the purposed change will not constitute a grant of special privilege as contrasted with the welfare of the general public.

9) **There are substantial reasons why the property cannot be used in accord with existing zoning.**

Currently the lot is zoned as E-2 (Broward County) Rural Estate, allowing only 1 residential dwelling per 2 acres. It is the intentions of the Applicant to place 2 separate homes on the lot, 1 per acre, for two separate families. Rezoning the lot to two separate E-1 lots will allow the joint owners to split the property evenly between families. This change allows for more appropriate and efficient land use that benefits the owners and the neighborhood.

III. CONCLUSION

The rezoning request from E-2 to E-1 and the Re-Plat of the existing vacant lot into two equal sized lots. This proposition in no way goes against the Cooper City Code of Ordinances. The proposed rezoning and division would create two new residences of modern architecture that will fit into the adjacent area increasing the elegance and beauty of the neighborhood, while helping increase property values.

The benefits of this rezoning and development proposal are multifaceted:

- It optimizes land use by dividing the property into two parcels, making efficient use of available space.
- It aligns wit the city's Comprehensive Plan, promoting sustainable growth.
- It maintains consistency with neighboring zoning.
- It focuses on improving living conditions through enhanced aesthetics and compliance with regulations.
- It ensures traffic management and safety remain unchanged.
- It boosts property values, potentially increasing property tax revenue.
- It sets a positive example for future property developments.
- It ensures equitable zoning practices.
- It addresses the practical need for rezoning to support the Applicant's development goals.

Collectively these benefits contribute to the betterment of the neighborhood, align with city planning objectives, and promote responsible land use.

INSTR# 118416801 , Page 1 of 2, Recorded 09/21/2022 at 03:31 PM
Broward County Commission
Deed Doc Stamps: $5593.00

Prepared By and Return To:
Nu World Title LLC
Attn: Gina Guzman
8300 NW 53 St, #400
Doral, FL 33166

Order No.: 22M-2400

Property Appraiser's Parcel I.D. (folio) Number:
514105-01-0190

WARRANTY DEED

THIS WARRANTY DEED dated September 14, 2022, by Roxanne Rossiter, a married woman and Rita Kronk, a single woman and Anthony Kronk, a single man and Jason Kronk, a married man and Rachel Purciful, a married woman, whose post office address is 9990 N.W. 39 Street Cooper City, FL 33024

(the "Grantor"), to Jarel Thaddeus Lopez and Michelle Rae Lopez, husband and wife and Jamel Theo Lopez and Ana Maria Pena, husband and wife, whose post office address is 37 NW ST, Cooper City, Florida, 33024 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Broward, State of Florida, viz:

The East 1/2 of the West 1/2 of Tract 17, Section 5 in Township 51 South, Range 41 East, according to the plat of the EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTIONS 4, 5, 8, 9,16, 17, 20, 21, 28, 29, 32, AND 33 IN TOWNSHIP 51 SOUTH, RANGE 41 EAST, according to the map or plat thereof as recorded in Plat Book 2, Page 75, Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida

Said property described in this instrument is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon. Grantor(s) maintains his/her homestead at _____.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 12/31/2021.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Signature

Printed Name of First Witness

Witness Signature

Printed Name of Second Witness

Roxanne Rossiter

Rita Kronk

Anthony Kronk

Jason Kronk

Rachel Purciful

Grantor Address:
9990 NW 39 Street
Coopr City FL 33024

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 14th day of September, 2022, by Roxanne Rossiter, Rita Kronk, Anthony Kronk, Jason Kronk, and Rachel Purciful, who is / are personally known to me or _____ who has produced FL DL as identification.

Notary Public

Print Name: Amalfi Gomez

My Commission Expires:

(Seal)

AMALFI GOMEZ
MY COMMISSION # HH 089331
EXPIRES: February 4, 2025
Bonded Thru Notary Public Underwriters

Property Id: 514105010190 **Please see map disclaimer



September 15, 2023

1:2,400

0 112.5 225

0 30 60 120 m

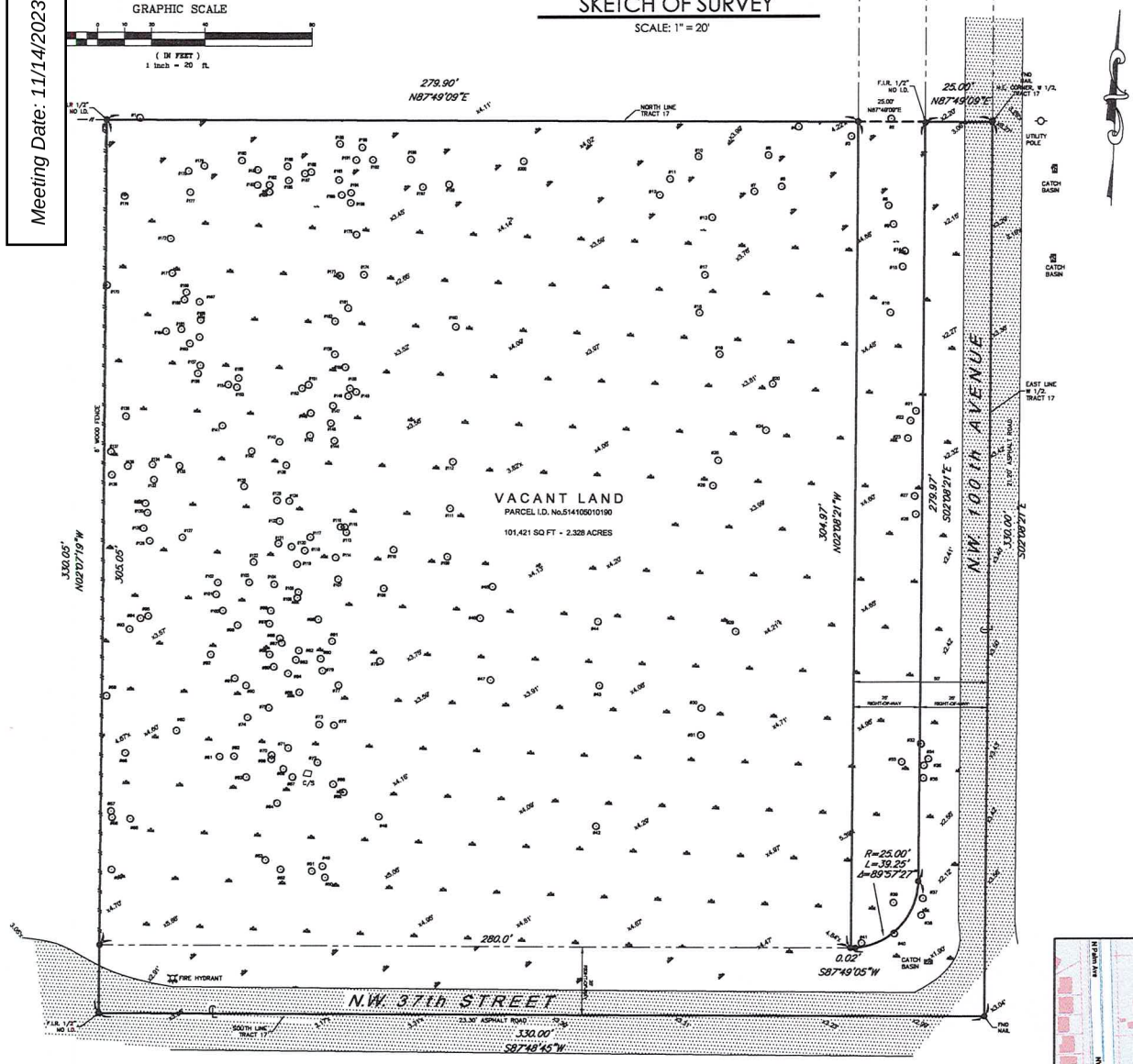
Flight Date : Jan. 6 to Jan. 11, 2023 Broward County Prope

SKETCH OF SURVEY

SCALE: 1" = 20'

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



SURVEYOR'S NOTES:

LOCATIONS ARE LIMITED TO VISIBLE IMPROVEMENTS ONLY AS SHOWN HEREON. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR EASEMENTS, RIGHT-OF-WAYS OF RECORD, OTHER RESTRICTIONS OR RESERVATIONS. DESCRIPTIONS PROVIDED BY CLIENT, OR THEIR REPRESENTATIVE. ALL DOCUMENTS ARE RECORDED IN SAME COUNTY AS PROPERTY LOCATION UNLESS OTHERWISE NOTED. ROOF OVERHANGS NOT LOCATED. SURVEY MEETS ACCURACY STANDARD FOR SUBURBAN SURVEYS (1 FOOT IN 7500 FEET). ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD'88, UNLESS OTHERWISE NOTED.

FLORIDA BUILDING & LAND SURVEYING CORP. DOES NOT EMPLOY A CERTIFIED ARBORIST ON STAFF AND, AS SUCH, NO GUARANTEE OF THE EXACT IDENTIFICATION OF TREES SHOWN HEREON CAN BE MADE. A CERTIFIED ARBORIST SHOULD BE CONSULTED FOR CONCLUSIVE IDENTIFICATION OF TREES SHOWN HEREON.

FLORIDA BUILDING & LAND SURVEYING CORP.

Phone/Fax: (877) 854-8001
www.FloridaLandSurveying.com

PROUDLY SERVING FLORIDA COAST TO COAST

12555 BISCAYNE BOULEVARD # 804,
NORTH MIAMI, FLORIDA 33181

TREE TABLE

NUMBER	TREE NAME (Common)	DIAMETER (Inch)	HEIGHT (Feet)	CANOPY (Feet)
1	PINE	1	15	5
2	UNKNOWN	14	45	15
3	PALM	1	7	7
4	UNKNOWN	14	45	15
5	PALM	1	6	5
6	PALM	1	6	5
7	PALM	1	7	7
8	PALM	1	7	7
9	PALM	1	7	7
10	PALM	14	45	15
11	PALM	13	35	7
12	UNKNOWN	1	6	5
13	PALM	1	6	5
14	PALM	1	6	5
15	PALM	1	6	5
16	PALM	1	6	5
17	PINE	1	45	15
18	PALM	1	6	5
19	PALM	1	6	5
20	PALM	1	6	5
21	PALM	1	6	5
22	PALM	1	6	5
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124	PALM	1	6	5
125	PALM	1	6	5
126	PALM	1	6	5
127	PALM	1	6	5
128	PALM	1	6	5
129	PALM	1	6	5
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134	PALM	1	6	5
135	PALM	1	6	5
136	PALM	1	6	5
137	PALM	1	6	5
138	PALM	1	6	5
139	PALM	1	6	5
140	PALM	1	6	5
141	PALM	1	6	5
142	PALM	1	6	5
143	PALM	1	6	5
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147	PALM	1	6	5
148	PALM	1	6	5
149	PALM	1	6	5
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183	PALM	1	6	5
184	PALM	1	6	5
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186	PALM	1	6	5
187	PALM	1	6	5
188	PALM	1	6	5
189	PALM	1	6	5
190	PALM	1	6	5

TREE TABLE

NUMBER	TREE NAME (Common)	DIAMETER (Inch)	HEIGHT (Feet)	CANOPY (Feet)
191	PALM	1	6	5
192	PALM	1	6	5
193	PALM	1	6	5
194	PALM	1	6	5
195	PALM	1	6	5
196	PALM	1	6	5
197	PALM	1	6	5
198	PALM	1	6	5
199	PALM	1	6	5
200	PALM	1	6	5
201	PALM	1	6	5
202	PALM	1	6	5
203	PALM	1	6	5
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269	PALM	1	6	5
270	PALM	1	6	5
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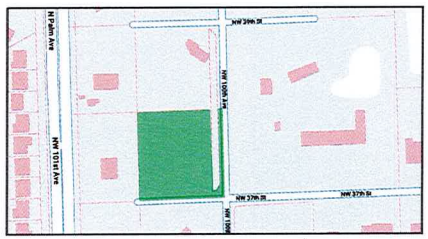
290	PALM	1	6	5



LOCATION MAP

NOT TO SCALE

LEGAL DESCRIPTION:

The East 1/2 of the West 1/2 of Tract 17, Section 5 in Township 51 South, Range 41 East, according to the plat of the EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTIONS 4, 5, 6, 8, 9, 16, 17, 20, 21, 28, 29, 32, AND 33 IN TOWNSHIP 51 SOUTH, RANGE 41 EAST, LESS E 25 FEET(F.D.C. LESS AND E 25 AS DESC IN OR 4294/280 FOR R/W according to the map or plat thereof as recorded in Plat Book 2, Page 73, Public Records of Miami-Dade County, Florida. said lands situate, lying and being in Broward County, Florida.

FLOOD INFO:

COMMUNITY: BROWARD COUNTY

COOPER CITY : 120033

Map & Panel #: 12011 C 0545

Suffix: H Date: 8/18/2014

Flood Zone: AH Elevation: 5'

CERTIFIED TO:

JARIEL THADDEUS

This Survey has been prepared for the exclusive use of the parties named hereon, and the Certification does not extend to any unnamed party.

SURVEYOR'S NOTES:

1—OWNERSHIP IS SUBJECT TO OPINION OF TITLE
2—NO UNDERGROUND IMPROVEMENTS WERE LOCATED
3—ELEVATIONS ARE REFERRED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (UNLESS ASSUMED)
4— THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY MAP, THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS
5—LEGAL DESCRIPTION PROVIDED BY CLIENT
6—UNLESS OTHERWISE NOTED RECORDED AND MEASURED
7—REFER ANY CONSTRUCTION THE SET BACKS
8— ALL DISTANCES ARE MEASURED
9— ALL BEARINGS ARE BASED UPON THE SURVEY WERE MADE IN A CLOCKWISE DIRECTION FROM STEEL TAPE NEASDAL 17 7500
10— THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH
11— DATE OF FIELD WORK: 5/24/2023

BM	= BENCH MARK	WPP	= WOOD POWER POLE
CB	= CATCH BASIN	LP	= LIGHT POLE
CL	= CENTER LINE	UP	= UTILITY POLE
CM	= CONCRETE MONUMENT	CPP	= CONC. POWER POLE
CBS	= CONCRETE BLOCK STRUCTURE	SIGN	= SIGN POST
FH	= FIRE HYDRANT	TEL	= TELEPHONE RISER
FND	= FOUND	WM	= WATER METER
FIR	= FOUND IRON ROD	WV	= WATER VALVE
FIP	= FOUND IRON PIPE		

NOTE:

THIS PLAN IS TO BE CONSIDERED INCOMPLETE WITHOUT THE SURVEYOR'S REPORT DATED FULL TITLE SEARCH AND LEGAL DESCRIPTION FURNISHED FOR LISTED, IF ALL LISTED ITEMS ARE NOT COVERED IN THIS PROPOSITION.

BASIS OF BEARINGS:

PLAT VALUE

ADDRESS:

N.W. 37th STREET, COOPER CITY, FLORIDA 33024

LEGEND:

BM = Bench Mark	Fnd. = Found
C = Centerline	Conc. = Concrete
CB = Concrete Block	P.O.B. = Point Of Beginning
C.B.S. = Concrete Block Structure	P.O.C. = Point Of Commencement
C.M. = Concrete Monument	R/W = Right Of Way
Conc. = Concrete	L.E. = Lake Edge
D = Deed	U.E. = Utility Easement
Elev. = Elevation	B.S.L. = Building Setback Line
F.I.P. = Found Iron Pipe	D.E. = Drainage Easement
F.I.R. = Found Iron Rod	C.A.E. = Canal Access Easement
F.N.D. = Found Nail Disk	L.M.E. = Lake Maintenance Easement
F.D.C. = Fire Department Connection	P.B.C.E. = Palm Beach County Health Department Easement
F.H. = Fire Hydrant	T.T.E. = Trinity Trail Easement
F.F. = Finish Floor	C.L.F. = Chain Link Fence
G.E. = Guy Anchor	W.F. = Wood Fence
I.P. = Iron Pipe	C.B.S. = Concrete Block Structure
I.R. = Iron Rod	C.M.E. = Canal Maintenance Easement
M = Measured	
N.A.V.D. = North American Vertical Datum	
N.G.V.D. = National Geodetic Vertical Datum	
O.H.L. = Overhead Utility Lines	
P = Plat	
P.B. = Plat Book	
P.C.P. = Permanent Control Point	
P.O.B. = Point Of Beginning	
P.O.C. = Point Of Commencement	
P.O.L. = Point On Line	
P.R.M. = Permanent Reference Monument	
P.U.E. = Public Utility Easement	
R = Radius	
R/W = Right Of Way	
S.I.R. = Set Iron Rod	
S.S.E. = Sanitary Sewer Easement	
T.B.M. = Temporary Bench Mark	
T.O.B. = Top Of Bank	
T.O.W. = Top Of Wall	
U.E. = Utility Easement	

CARLOS HERNANDEZ
PROFESSIONAL SURVEYOR AND MAPPER
LB 7819 3/16/2023

Survey is not valid without the signature and original raised seal of the Florida Registered Professional Land Surveyor and Mapper

The boundary survey of the property shown hereon is in accordance with the description furnished by or for the client. No search of public records has been made by this office for easements or restrictions. Subject to Survey Facility. That the attached boundary survey of the property described below is to the best of my knowledge and belief accurately as recently surveyed under my direction, also that there are no above ground encroachments other than those shown, and that this survey meets the minimum technical standards of practice set by the Florida Board of Land Surveyors as set forth in Section 472.027 F.S. Chapter 5J-17.050 and 5J-17.052 of the Florida Administrative Code.

Jason Chockley

From: Jason Chockley
Sent: Friday, August 25, 2023 3:54 PM
To: Jamel Lopez
Subject: Cooper City - DRC Comments
Attachments: DOC082523-08252023154559.pdf

Jamel,

See attached for the DRC Comments.

Please let us know if you have any questions. As discussed, 9/11/23 is the next submittal deadline.

Have a great weekend.

Jason Chockley
Community Development Department
Assistant Director
City of Cooper City
Ph 954-434-4300 x 296
E-Mail: jchockley@coopercity.gov

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

CITY OF Cooper City
Someplace Special

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

REZONING 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.coopercityfl.org. ALL ADVERTISING AND RECORDING FEES WILL BE THE RESPONSIBILITY OF THE APPLICANT.*

Date of Pre-Submittal Meeting: 01/12/2023

FOR STAFF ONLY:

PETITION #: 2 8-1-23

DATE PETITION FILED: 8/7/23

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. Refer to Code Section 23-151
4. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. ZONING INFORMATION

Existing Zoning: E2 Browasd County Code Section: 39-261

Proposed Zoning: E1 Cooper City Code Section: 23-26

Land Use Plan Designation: ~~E-2, Rural estate district~~ E - Estate

Acreage or Square Footage: 101,421 (58,500 + 50,200)

Brief Legal Description (attach full Legal Description):

EVERGLADES SUGAR & LAND CO SUB 2-75 D 5-51-41 TRACT 17 E1/2 OF W1/2 LESS E 25THEREOF & LESS ADD E 25 AS DESC IN OR 42941/280 FOR R/W

II. ADJACENT PROPERTIES

Adjacent Property	Land Use Plan Designation	Zoning Designation	Existing Use(s) of Property
NORTH	Rural Estate District	E2	01-01 Single Family
SOUTH	Rural Estate District	E2	01-01 Single Family
EAST	Rural Estate District	E2	01-01 Single Family
WEST	Rural Estate District	E2	63-07 Grazing Land Soil Capability Class IV - horses with residence

If previous approvals of adjacent properties affect the subject Petition, please include a brief description of the approved square footage or the number of dwelling units.

III. CRITERIA FOR REVIEWING REZONING REQUESTS

The applicant should address each of the following criteria in the justification of the rezoning request. Responses should be on separate sheets and attached.

(1) The proposed change is not contrary to the adopted comprehensive plan, as amended, or any element or portion thereof;

(2) The proposed change would not create an isolated zoning district unrelated and incompatible with adjacent and nearby districts;

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

Meeting Date: 11/14/2023 Item #7.

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 #: 2 8-1-23

DATE PETITION FILED: 8/7/23

Date of Pre-Submittal Meeting: 01/12/2023

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: _____

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: Gala Reseidences

B. Project Address: NW 37 STREET COOPER CITY, 33024

C. Section: ____ Township: ____ Range: ____ Total Acreage or square feet of Subject Property: 101,421

D. General Location Description (proximity to closest major intersection, in miles or fraction thereof):

Royal Palm Ranches - NW corner of NW 37 Street and NW 100 Avenue

E. Folio Number(s): (If numerous Folio Numbers, list on a separate sheet and attach to this application). 514105010190

F. Brief Legal Description: EVERGLADES SUGAR & LAND CO SUB 2-75 D 5-51-41 TRACT 17 E1/2 OF W1/2 LESS E 25 THEREOF & LESS ADD E 25 AS DESC IN OR 42941/280 FOR R/W

II. LAND USE AND ZONING INFORMATION

A. Existing Zoning Designation: E2 Broward County

B. Future Land Use Plan Designation: E1 Cooper City

C. Existing Use(s) on Property: Vacant Lot

D. Proposed Use(s): Residential - 2 units

E. Other Land Use and Zoning conditions if applicable, i.e. approved variances, deed restrictions, previous conditions of approval:

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
PLANNING AND ZONING DIVISION

Meeting Date: 11/14/2023 Item #7.

9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

III. PROPERTY OWNER/APPLICANT/AGENT INFORMATION

Property Owner(s) of Record: LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T

Address: 320 S Flamingo Rd #228 City Pembroke Pines ST FL Zip 33027

Phone: (954) 393-4463 Fax: E-Mail: martprojectmgmtandconsulting@gmail.com

is for Michael Martinez ? email is for ?

Same info ?

I am/We: LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T , 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)

Jamel Lopez
(Print Name)

STATE OF Florida **COUNTY OF** Broward

The foregoing instrument was acknowledged before me this 14 day of, January 20 23

By (Name of Person Acknowledging) Jamel Lopez She/he is personally known to me or has produced Personally Known as identification and did/did not take an oath.

NOTARY PUBLIC SIGNATURE:

Name – Must be typed, printed, or stamped) Michael A. Martinez Jr.

My Commission Expires: 06/23/2024

MICHAEL A MARTINEZ JR NOTARY My Comm. Expires 06/23/2024 No. HH 013909 PUBLIC STATE OF FLORIDA

Petitioner(s) if other than Owner): LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T

Address: 5235 W BROWARD BLVD City PLANTATION ST FL Zip 33317

Phone: Jamel Lopez(305)753-2526 Fax: E-Mail: jamel@zyisdigital.com
Jarel Lopez(954)235-4464

Agent (if other than Owner): Michael A. Martinez Jr Still agent ?

Address: 320 S Flamingo Rd #228 City Pembroke Pines ST FL Zip 33027

Phone: (954) 393-4463 Fax: E-Mail: martprojectmgmtandconsulting@gmail.com

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT /
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(3) Existing zoning district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

(4) The proposed change will not adversely affect living conditions in the neighborhood;

(5) The proposed change will not create or excessively increase automobile and vehicular traffic congestion or otherwise affect public safety;

(6) The proposed change will not ad

(7) The proposed change will not be d with existing regulations;

(8) The proposed change will not co ith the welfare of the general public;

(9) There are substantial reasons wh

Cutso + Associates
(advertisement company)

Christina Mathews
(954) 309-3050

Preservation area + 700ft from property

QTY	*Submittal requirements	YES (√)
1	Completed Original Gener	✓
1	Completed Original Rezon	✓
1	Certificate of Title, propert	✓
*14	Copies of the Signed & Se	✓
*14	Plats, if property is platted	✓
*14	Site Plans or Statements of Intent of proposed use of property (Check with Staff)	✓
*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.	✓
1	Justification Statement	✓
1	List of Property Owners ~~within the 400' radius~~ 700' + Preservation Area	
1	Sets of Mailing Envelopes (labeled with Property Owners) & Use City's Address on the return	
1	Radius Map from Property Appraisers Office ~~showing 400' radius on tax map~~	

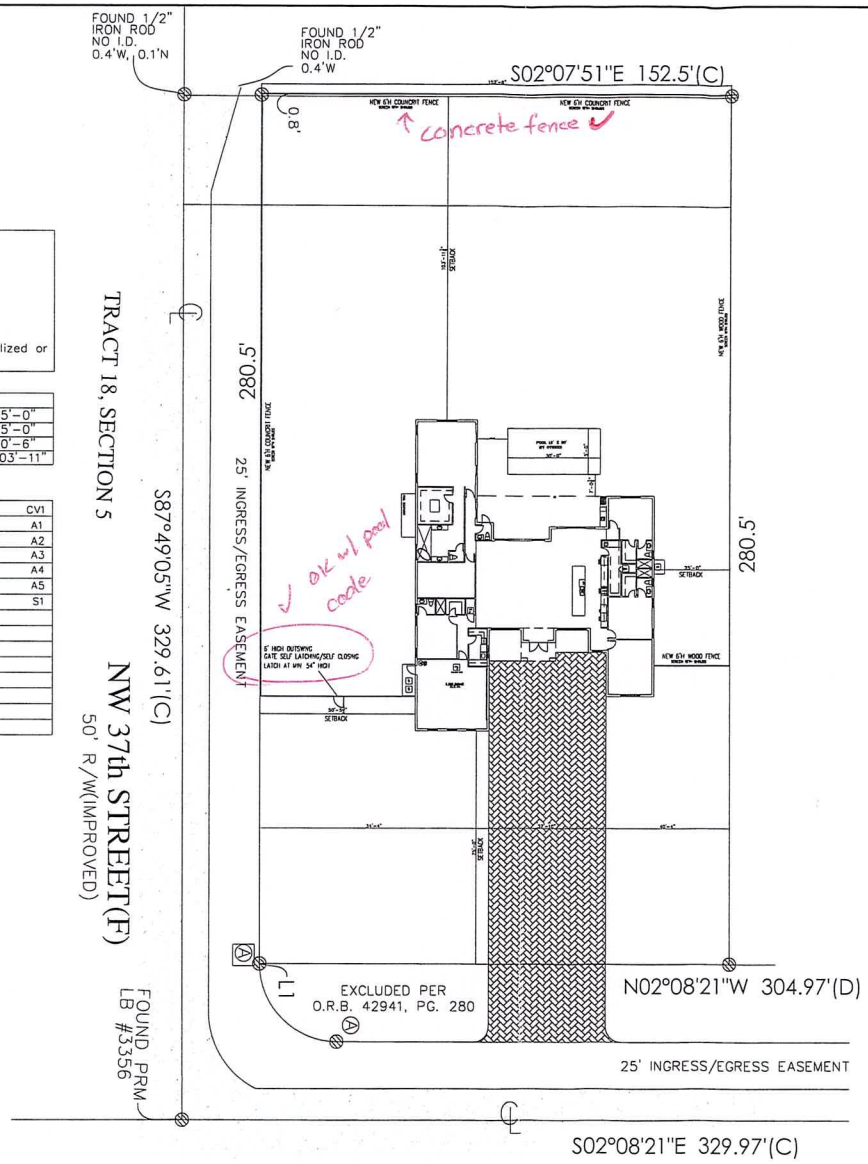
V. SIGN CRITERIA FOR POSTING ON PROPERTY

Please refer to the attached code, Section 23-151(e) requirement for posting of the property, which is the responsibility of the applicant. If you have any question regarding the posting or other notification requirements of the Rezoning petition, please contact the Community Development Staff.

VI. STAFF USE ONLY

Petition #: 2 8-1-23	Staff Intake By: J Checkley	Intake Date:	8/7/23
Sufficiency Completed by:	J Checkley	Sufficiency Date:	8/7/23

SINGLE FAMILY RESIDENCE FOR:
Res. For JAREL LOPEZ
NW 100 AVE COOPER CITY, FLORIDA



New proposed map is 6.0 BFE

ZONING RS-9:

FLOOD ZONE: ~~"X"~~ A.H. — Proposed F.F. elev of home/garage ?

BASE ELEV: ~~N/A~~ ~~3.7~~ 5.0 — 3.7-4.0 is current grade

SITE DATA:

DESCRIPTION	AREA	%OF SITE
SITE AREA	42,635	100%
WALKWAY/DRIVEWAY	3917	9.10%
DECK/POOL/WALKWAY	990	2.32%
BLDG. FOOTPRINT	5108	10.08%
LANDSCAPING	33,477	78.50%

landscape plan will be required at time of permits.

LAND USE:

RESIDENTIAL – LOW (5)-RESIDENTIAL

MAX LOT COVERAGE= 40% PROVIDED = 35.77%

FLOOR AREA RATIO (MAX)= .75 PROVIDED = 65.60%

Note: Less than 50% of the public right-of-way is paved, stabalized or otherwise redered impervios

SETBACK TABUATION	
FRONT SETBACK =0'-0"	PROPOSED=75'-0"
RIGHT SETBACK =0'-0"	PROPOSED=25'-0"
LEFT SETBACK =0'-0"	PROPOSED=50'-6"
REAR SETBACK =0'-0"	PROPOSED=103'-11"

SITE PLAN	CV1
FIRST FLOOR PLAN	A1
FRONT AND REAR ELEVATIONS	A2
LEFT AND RIGHT ELEVATIONS	A3
SECTION A-A	A4
ROOF PLAN	A5
FOUNDATION PLAN	S1

BUILDING CLASSIFICATION:
FBC 2020 CHAPTER 3, OCCUPANCY GROUP R-3
CONSTRUCTION TYPE V
WIND LOAD AS PER FLORIDA BUILDING CODE, 2020 EDITION

CODE EDITION:	FL BUILDING CODE 2020
BUILDING DESIGNED AS:	ENCLOSED
WIND EXPOSURE CLASSIFICATION:	D
WIND SPEED DESIGN:	190 MPH (3 SEC. GUST)
INTERNAL PRESSURE COEFFICIENT	-0.18
Kd	0.85
ROOF LIVE LOAD:	30 PSF
TOP CHORD DEAD LOAD:	15 PSF
BOTTOM CHORD DEAD LOAD:	10 PSF
RISK CATEGORY	II
SHUTTERS:	NO
IMPACT RESISTANT ASSEMBLY:	YES
IS A CONT. LOAD PATH PROVIDED	YES
ARE COMPONENT & CLADDING DETAILS PROVIDED	YES

THE PROJECT WAS DESIGNED IN ACCORDANCE WITH THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318-11.(AMERICAN INSTITUTE OF STEEL CONSTRUCTION) AISC ASD 13th EDITION. BUILDING CODE REQUIREMENTS AND SPEC'S FOR MASONRY STRUCTURES (ACI 530-11/ASCE 5-11/TMS 402-11). BUILDING CODE REQUIREMENTS AND NATIONAL DESIGN SPEC'S FOR WOOD CONSTRUCTION (ANSI/NFOPA NDS-2012).

NW 100 AVE COOPER CITY, FLORIDA

SITE LAYOUT

SCALE: 1"=20'
X/11.5=1"=20'

DESIGNED BY:

DESIGN ODYSSEY II
Architectural Design

965 W COMMERCIAL BLVD.
FORT LAUDERDALE FL. 33309
Phone (954) 418-7111
Fax (954) 418-7110
e-mail: designodyssey@aol.com
WWW.DESIGNODYSSEY.NET

Sheet: CV 1 Of

Meeting Date: 11/14/2023 Item #7.

SINGLE FAMILY RESIDENCE FOR:
Res. For JAREL LOPEZ
NW 100 AVE COOPER CITY, FLORIDA

LAND USE:

RESIDENTIAL – LOW (5)–RESIDENTIAL

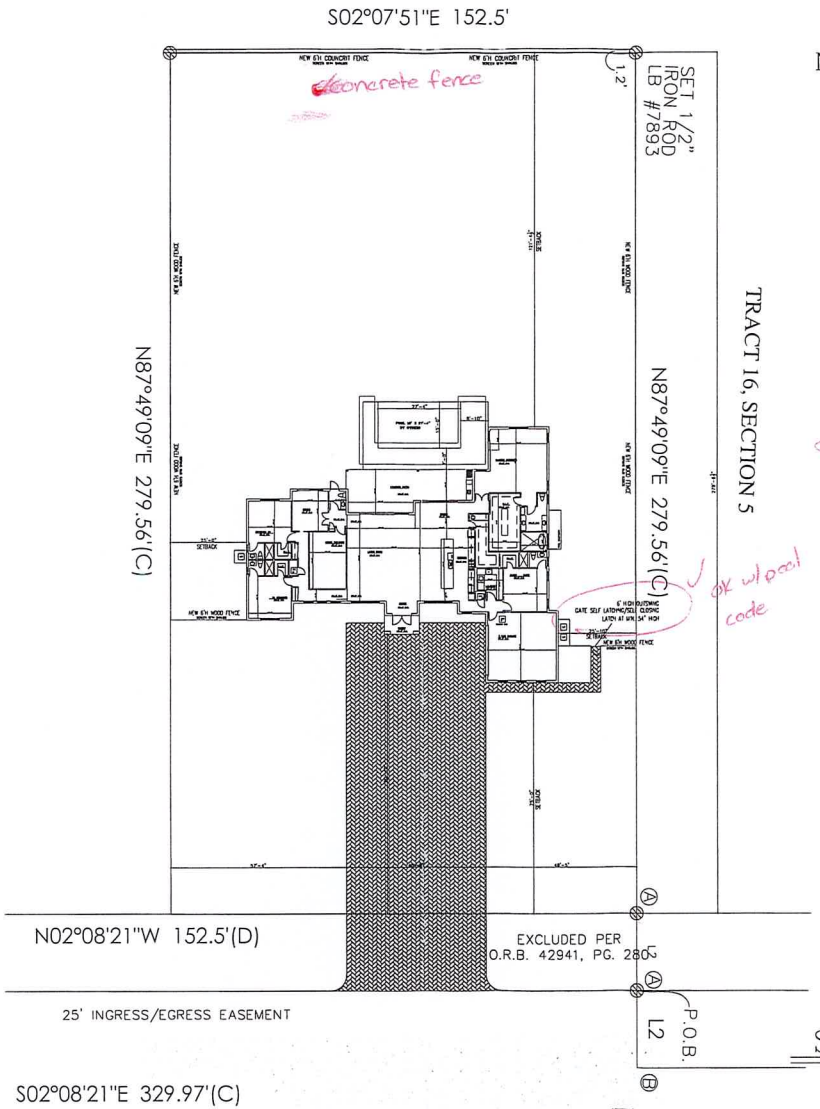
MAX LOT COVERAGE= 40% PROVIDED = 35.77%

FLOOR AREA RATIO (MAX)= .75 PROVIDED = 65.60%

Note: Less than 50% of the public right–of–way is paved, stabalized or otherwise redered impervios

SETBACK TABUATION		
FRONT SETBACK	=0'–0"	PROPOSED=75'–0"
RIGHT SETBACK	=0'–0"	PROPOSED=25'–0"
LEFT SETBACK	=0'–0"	PROPOSED=50'–6"
REAR SETBACK	=0'–0"	PROPOSED=103'–11"

SITE PLAN	CV1
FIRST FLOOR PLAN	A1
FRONT AND REAR ELEVATIONS	A2
LEFT AND RIGHT ELEVATIONS	A3
ROOF PLAN	A4



SITE LAYOUT

SCALE: 1"=20'
X/11.5=1"=20'

New proposed 2021 map is 6.0 BFE.

- Proposed F.F. elev. of home/garage?

- 3.7–4.0 is current grade.

ZONING RS–9:

FLOOD ZONE: "X" A.H.

BASE ELEV: N/A ~~3.7~~ 5.0

SITE DATA:

DESCRIPTION	AREA	%OF SITE
SITE AREA	42,627	100%
WALKWAY/DRIVEWAY	4628	10.85%
DECK/POOL/WALKWAY	906	2.12%
BLDG. FOOTPRINT	5126	12.02%
LANDSCAPING	31,967	75.01%

(Landscape plan will be required at time of permitting.

BUILDING CLASSIFICATION:
FBC 2020 CHAPTER 3, OCCUPANCY GROUP R–3
CONSTRUCTION TYPE V
WIND LOAD AS PER FLORIDA BUILDING CODE, 2020 EDITION

CODE EDITION:	FL BUILDING CODE 2020
BUILDING DESIGNED AS:	ENCLOSED
WIND EXPOSURE CLASSIFICATION:	D
WIND SPEED DESIGN:	190 MPH (3 SEC. GUST)
INTERNAL PRESSURE COEFFICIENT	–0.18
Kd	0.85
ROOF LIVE LOAD:	30 PSF
TOP CHORD DEAD LOAD:	15 PSF
BOTTOM CHORD DEAD LOAD:	10 PSF
RISK CATEGORY	II
SHUTTERS:	NO
IMPACT RESISTANT ASSEMBLY:	YES
IS A CONT. LOAD PATH PROVIDED	YES
ARE COMPONENT & CLADDING DETAILS PROVIDED	YES

THE PROJECT WAS DESIGNED IN ACCORDANCE WITH THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318–11.(AMERICAN INSTITUTE OF STEEL CONSTRUCTION) AISC ASD 13th EDITION. BUILDING CODE REQUIREMENTS AND SPEC'S FOR MASONRY STRUCTURES (ACI 530–11/ASCE 5–11/TMS 402–11). BUILDING CODE REQUIREMENTS AND NATIONAL DESIGN SPEC'S FOR WOOD CONSTRUCTION (ANSI/NFOPA NDS–2012).

NW 100 AVE COOPER CITY, FLORIDA

DESIGNED BY:

DESIGN ODYSSEY LLC
Architectural Design

965 W COMMERCIAL BLVD.
FORT LAUDERDALE FL. 33309
Phone (954) 418–7111
Fax (954) 418–7110
e–mail: designodyssey@aol.com
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Sheet: CV

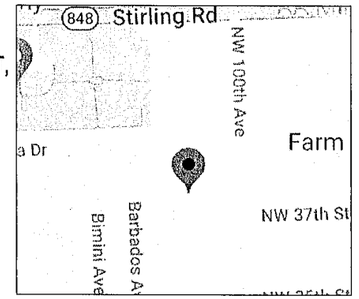
1 Of

6/6

Meeting Date: 11/14/2023 Item #7.

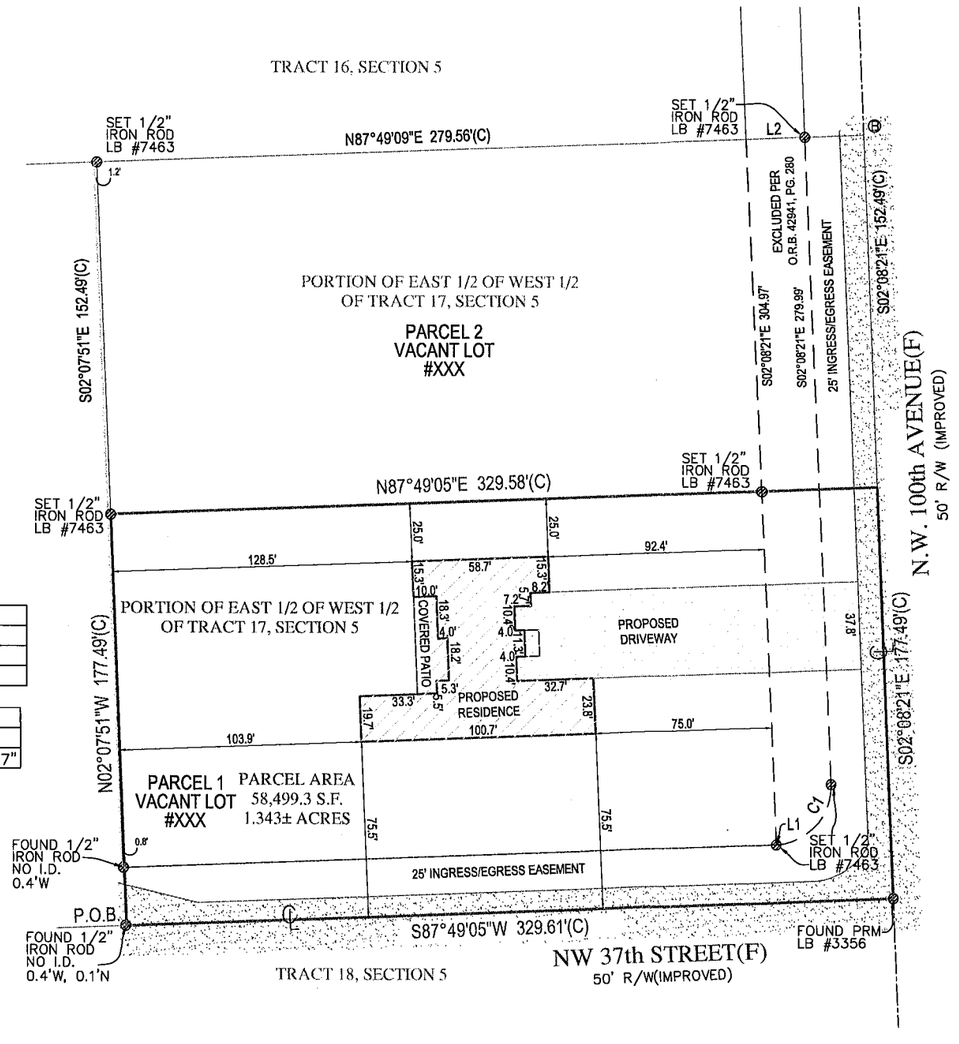
LEGAL DESCRIPTION OF PROPOSED PARCEL 1

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF TRACT 17, SECTION 5 IN TOWNSHIP 51 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTIONS 4, 5, 8, 9,16, 17, 20, 21, 28, 29, 32, AND 33 IN TOWNSHIP 51 SOUTH, RANGE 41 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 75, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA. BEING FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE N 02°07'51" W A DISTANCE OF 177.49 FEET; THENCE N 87°49"05" E, A DISTANCE OF 329.57 FEET; THENCE S 02°08'21" W, A DISTANCE OF 177.49 FEET; THENCE S 87°49'05" W, A DISTANCE OF 329.61 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
NOT TO SCALE

Flood Zone: AH
Community Number: 120032
Panel: 12011C0545
Suffix: H
FIRM Date: 08/18/2014



LINE TABLE		
LINE	LENGTH	BEARING
L1	0.02'	N87°49'05"E
L2	25.00'	N87°49'09"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	39.25'	25.00'	89°57'27"



LEGEND

A/C	AIR CONDITIONER
B.F.P.	BACKFLOW PREVENTER
C.B.S.	CONCRETE BLOCK STRUCTURE
EL.	ELEVATION
F.F.	FINISHED FLOOR
I.D.	IDENTIFICATION
L	LENGTH
L.B.	LICENSED BUSINESS
M	MEASURED
N.T.S.	NOT TO SCALE
N&D	NAIL & DISC
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	OFFICIAL RECORDS BOOK
P	PLAT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
P.R.M.	PERMANENT REFERENCE MONUMENT
PG.	PAGE
P.B.	PLAT BOOK
PK	PARKER KYLON NAIL
R	RADIUS
TAN	TANGENT
T.B.M.	TEMPORARY BENCH MARK
℄	CENTERLINE
&	AND
#	NUMBER
Δ	DELTA OR CENTRAL ANGLE
	CONCRETE

REVISIONS:
1. ADDED PROPOSED DRIVEWAY... 07/14/2023

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)
KENNETH J. OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

SKETCH AND DESCRIPTION FOR PROPOSED LOT SPLIT WITH SITE PLAN OF
XXX NW 37 STREET
COOPER CITY, FL 33024
PREPARED FOR:
JAMEL LOPEZ

Project	Sheet
C-594039	1 OF 1
Date 07/06/2023	
Scale 1"=40'	

6250 N. MILITARY TRAIL
SUITE 102
WEST PALM BEACH, FL
33407
PHONE: 561.640.4800
FAX: 561.640.0576
LB #7463
COMPASS SURVEYING
WWW.COMPASSSURVEYING.NET

NOTES:
1. LEGAL DESCRIPTION CREATED BY COMPASS SURVEYING
2. NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
3. NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
4. ALL ANGLES OR BEARINGS AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED
5. SOME FEATURES MAY NOT BE AT SCALE IN ORDER TO SHOW DETAIL.
6. THE BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTHERLY PROPERTY LINE, HAVING A BEARING OF S87°49'05"W.

ORIGINAL FIELD WORK COMPLETED BY
TARGET SURVEYING, LLC.
SURVEY #: 560014 DATED: 09/15/2022

DATE OF MAP: 07/06/2023

SINGLE FAMILY RESIDENCE FOR:
Res. For JAMEL LOPEZ
NW 100 AVE COOPER CITY, FLORIDA

LAND USE:

RESIDENTIAL – LOW (5)–RESIDENTIAL

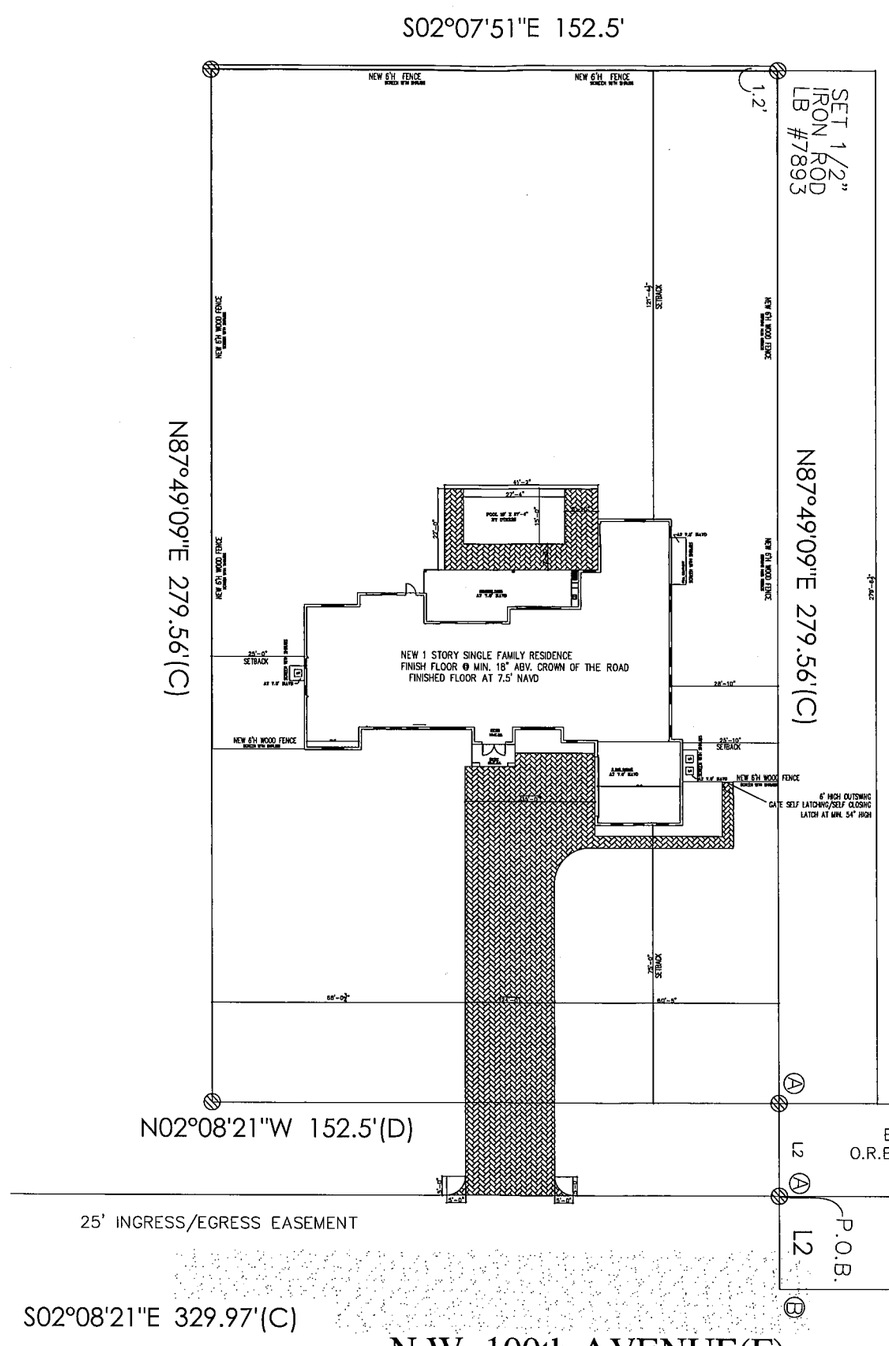
MAX LOT COVERAGE= 40% PROVIDED = 24.48%

FLOOR AREA RATIO (MAX)= .75 PROVIDED = 75.52 %

Note: Less than 50% of the public right–of–way is paved, stabalized or otherwise redered impervios

SETBACK TABUATION	
FRONT SETBACK =75'–0"	PROPOSED=75'–0"
RIGHT SETBACK =25'–0"	PROPOSED=25'–0"
LEFT SETBACK =25'–0"	PROPOSED=25'–0"
REAR SETBACK =50'–0"	PROPOSED=121'–4"

SITE PLAN	CV1
FIRST FLOOR PLAN	A1
FRONT AND REAR ELEVATIONS	A2
LEFT AND RIGHT ELEVATIONS	A3
ROOF PLAN	A4



ZONING RS–9:

FLOOD ZONE:

"AH"

BASE ELEV:

N/A 6.0

SITE DATA:

DESCRIPTION	AREA	%OF SITE
SITE AREA	42,627	100%
WALKWAY/DRIVEWAY	4402	10.33%
DECK/POOL/WALKWAY	906	2.12%
BLDG. FOOTPRINT	5126	12.03%
LANDSCAPING	32,193	75.52%

BUILDING CLASSIFICATION:
FBC 2020 CHAPTER 3, OCCUPANCY GROUP R–3
CONSTRUCTION TYPE V
WIND LOAD AS PER FLORIDA BUILDING CODE, 2020 EDITION

CODE EDITION:	FL BUILDING CODE 2020
BUILDING DESIGNED AS:	ENCLOSED
WIND EXPOSURE CLASSIFICATION:	D
WIND SPEED DESIGN:	190 MPH (3 SEC. GUST)
INTERNAL PRESSURE COEFFICIENT	–0.18
Kd	0.85
ROOF LIVE LOAD:	30 PSF
TOP CHORD DEAD LOAD:	15 PSF
BOTTOM CHORD DEAD LOAD:	10 PSF
RISK CATEGORY	II
SHUTTERS:	NO
IMPACT RESISTANT ASSEMBLY:	YES
IS A CONT. LOAD PATH PROVIDED	YES
ARE COMPONENT & CLADDING DETAILS PROVIDED	YES

THE PROJECT WAS DESIGNED IN ACCORDANCE WITH THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318–11.(AMERICAN INSTITUTE OF STEEL CONSTRUCTION) AISC ASD 13th EDITION. BUILDING CODE REQUIREMENTS AND SPEC'S FOR MASONRY STRUCTURES (ACI 530–11/ASCE 5–11/TMS 402–11). BUILDING CODE REQUIREMENTS AND NATIONAL DESIGN SPEC'S FOR WOOD CONSTRUCTION (ANSI/NFOPA NDS–2012).

NW 100 AVE COOPER CITY, FLORIDA

SITE LAYOUT

SCALE: 1"=20'
X/11.5=1"=20'

DESIGNED BY:

DESIGN ODYSSEY II
Architectural Design

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9–6–2023

Sheet:
CV1
1 Of: 7

DESIGN O
REG. # A
965 W C
FORT LAU
GREGORY
REG. #: AR12185

MDP ENGINEERING, INC.
Consulting Structural Engineers
338 S.W. SUN CIRCLE
PALM CITY, Fl 34990
Phone: 954.243.4595
STATE OF FLORIDA P.E. No. 32583 CA-8918

FLOOR A/C AREA	= 4017	SF
TOTAL AC AREA	= 4017	SF
2 CAR GARAGE	= 542	SF
COVERED PATIO	= 499	SF
FRONT ENTRY	= 68	SF
TOTAL AREA	= 5126	SF

1517.5.2 "Tin caps" shall be not less than 15/8 inches (41 mm) and not more than 2 inches (51 mm) in diameter and at not less than 32 gage (0.010 inch) sheet metal. "Cap nails" or prefabricated fasteners with integral heads complying with this section shall be an acceptable substitute. All "tin caps," "cap nails"
or prefabricated fasteners with integral heads shall be tested for corrosion resistance in compliance with TAS 114 Appendix E, Section 2 (ASTM G 85), and shall be product control listed. All of cartons or carton labels "tin caps," "cap nails" or prefabricated fasteners with integral heads shall be labeled to note compliance with the corrosion resistance requirements.
R4403.9.2 Wind velocity (3-second gust) used in structural calculations shall be 140 miles per hour (63 m/s) in Broward County and 146 miles per hour (65 m/s) in Miami-Dade County.
R4410.2.3.1.3.2 Doors, bath and shower enclosures, and sliding glass doors containing glazing material greater than 9 square feet (0.84 m2) in surface area shall be classified as Category II glazing products.
R4410.2.6.2 Safeguards. The glazing in sliding and swinging doors and in shower or tub enclosures, including any glazing within 60 inches (1.5 m) of the finished floor surface in walls surrounding any tub or shower enclosure, shall be safety glazing as set forth in Section R4410.2.3.1.3 for Category II glazing products.
R4410.2.3.1.3.1 Doors containing glazing material not greater than 9 square feet (0.84 m2) in surface area shall be classified as Category I glazing products.
R4403.8.3 All buildings and structures shall be considered to be in Exposure Category C as defined in Section 6.5.6.3 of ASCE 7.
R4409.9.2.5 Nail spacing shall be 6 inches (152 mm) on center at panel edges and at interme diate supports. Nail spacing shall be 4 inches (102 mm) on center at gable ends with either 8d ring shank nails or 10d common nails.
R4409.6.17.2.4.2 Special Inspector (Trusses)
For trusses having an overall length of the bottom chord in excess of 35 feet (10.7 m) or 6 feet (1829 mm) overall height erection shall be supervised by either a registered professional engineer or registered architect retained by the contractor. A retainer letter from the registered professional engineer or registered architect shall be submitted along with the shop drawings as part of the permit document.
R4409.13.5 Termite protection. All buildings shall have a pre-construction treatment protection against subterranean termites. The rules and laws as established
by the Florida Department of Agriculture and Consumer Services shall be deemed as approved with respect to preconstruction soil treatment for protection against
subterranean termites. A certificate of compliance shall be issued to the building department by the licensed pest control company that contains the following statement:
"The building has received a complete treatment for the prevention of subterranean termites. Treatment is in accordance with rules and laws established by the Florida
Department of Agriculture and Consumer Services."
R308.4 Hazardous locations. The following shall be considered specific hazardous locations for the purposes of glazing:
1. Glazing in swinging doors except jalousies.
2. Glazing in fixed and sliding panels of sliding door assemblies and panels in sliding and bifold closet door assemblies.
3. Glazing in storm doors.
4. Glazing in all unframed swinging doors.
5. Glazing in doors and enclosures for hot tubs, whirlpools, saunas, steam rooms, bathtubs and showers. Glazing in any part of a building wall enclosing these compartments where the bottom exposed edge of the glazing is less than
60 inches (1524 mm) measured vertically above any standing or walking surface.
6. Glazing, in an individual fixed or operable panel adjacent to a door where the nearest vertical edge is within a 24-inch (610 mm) arc of the door in a closed position and whose bottom edge is less than 60 inches (1524 mm) above the floor or walking surface.
7. Glazing in an individual fixed or operable panel, other than those locations described in items 5 and 6 above, that meets all of the following conditions:
7.1. Exposed area of an individual pane larger than 9 square feet (0.836 m2).
7.2. Bottom edge less than 18 inches (457 mm) above the floor.
7.3. Top edge more than 36 inches (914 mm) above the floor.
7.4. One or more walking surfaces within 36 inches (914 mm) horizontally of the glazing.

FBC-2020
WIND SPEED 175 MPH
EXP. C

As per FBC 2020 R309.1.1 Duct penetration.
Ducts in the garage and ducts penetrating the walls or ceilings separating the dwelling from the garage shall be constructed of a minimum No. 26 gage (0.48 mm) sheet steel or other approved material and shall have no openings into the garage.

As per FBC Separation required in garage
The garage shall be separated from the residence and its attic area by not less than ½-inch (12.7 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8-inch (15.9 mm) Type X gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than ½-inch (12.7 mm) gypsum board or equivalent.

GARAGE REQUIRED VENT CALCULATION:
(FOR 2 CAR GARAGE 300CFM REQUIRED)
@ 3 MILES PER HOUR= 158.40 ft/hr
AIR MOVEMENT VELOCITY=264 ft/min.
OPENING SIZE REQUIRED= 300cfm/ft/min. = 0.76 sqft
264ft/min

NOTE: ALL NEW WINDOWS AND DOORS TO BE IMPACT RESISTENT.

SCHEDULE NOTES

1. ALL WINDOWS AND DOORS NOT LABLED FROM THE SCHEDULES TO BE AS CALLED FOR ON FLOOR PLAN.
2. ALL FIXED GLASS WINDOWS TO BE AS SHOWN ON PLANS.
3. ALL SIDE LITES TO BE TEMP. GLASS AND SIZED IN FIELD FOR WIDTH &HEIGHT SHOWN ON ELEVATIONS.
4. ALL ROUGH OPENING SIZES SHOWN ALLOW SPACE FOR ½-8Y" & ½-8Y" BUCKS EACH SIDE.
5. EVEN IF SHUTTERS ARE USED, WINDOWS MUST MEET WIND PRESSURE REQUIREMENT.
6. SIZES SHOWN ARE FOR USE IN MASONRY WALLS.
7. ALL WINDOW AND DOOR MASONRY OPENING SIZES TO BE VERIFIED W/MANUFACTURES SPECS.

As per FBC R309.2 Separation required in garage
The garage shall be separated from the residence and its attic area by not less than ½-inch (12.7 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8-inch (15.9 mm) Type X gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than ½-inch (12.7 mm) gypsum board or equivalent.
As per FBC R309.1 Opening protection in garage.
Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.
As per FBC R309.1.1 Duct penetration.
Ducts in the garage and ducts penetrating the walls or ceilings separating the dwelling from the garage shall be constructed of a minimum No. 26 gage (0.48 mm) sheet steel or other approved material and shall have no openings into the garage.

FLOOR PLAN

SCALE: 1/4"=1'-0"

FINISHED FLOOR AT ?' NAVD

Res. For JAMEL LOPEZ
NW 100 AVE
COOPER CITY, FLORIDA

DESIGN ODYSSEY Inc.
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965 W COMMERCIAL BLVD.
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WWW.DESIGNODYSSEY.NET

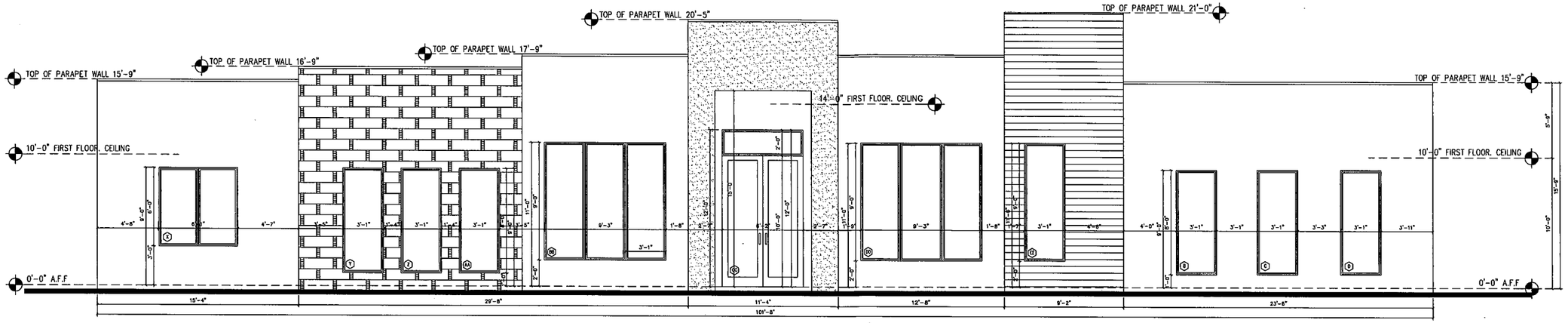
DESIGNED BY: ABEY
DRAWN BY: TE
CHECKED BY:
DATE: 6/23/2023

Sheet: A1

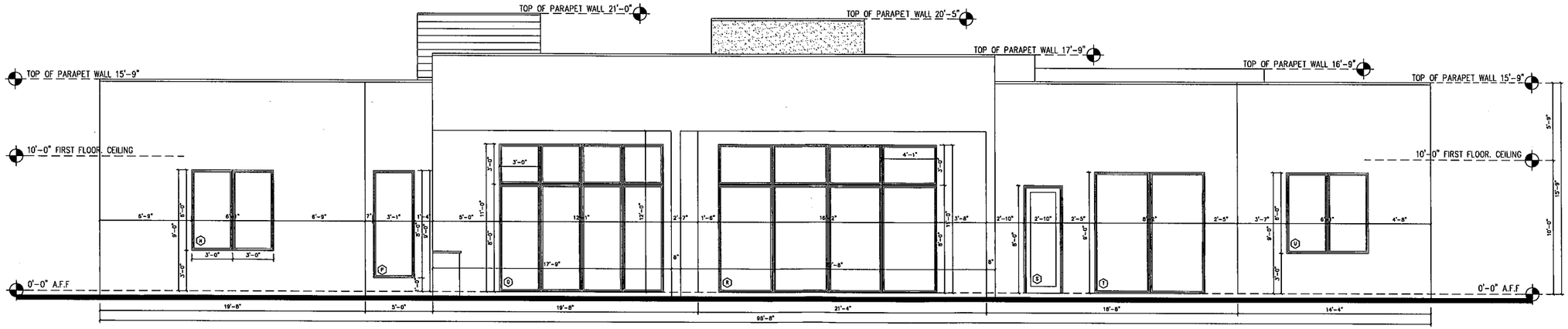
2 Of: 10

DESIGN O
REG. # A
905 W CO
FORT LAU
GREGORY
REG. #:AR12185

MDP ENGINEERING, INC.
Consulting Structural Engineers
338 S.W. SUN CIRCLE
PALM CITY, Fl 34990
Phone: 954.243.4595
STATE OF FLORIDA P.E. No. 33583 CA-8918



SCALE: 1/4"=1'-0"



SCALE: 1/4"=1'-0"

Res. For JAMEL LOPEZ
NW 100 AVE
COOPER CITY, FLORIDA

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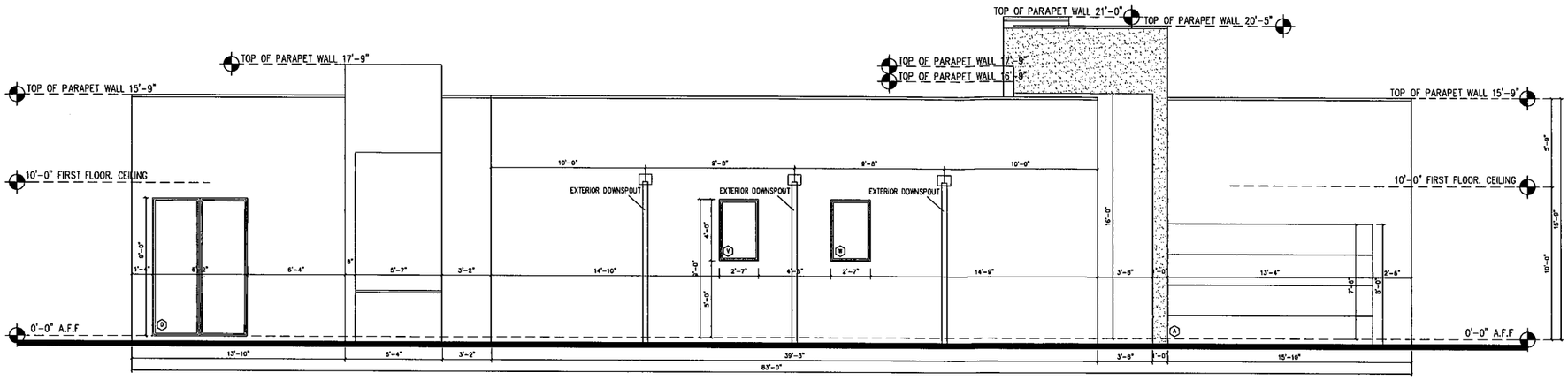
DESIGNED BY:	ABEY
DRAWN BY:	TE
CHECKED BY:	
DATE:	6/23/2023

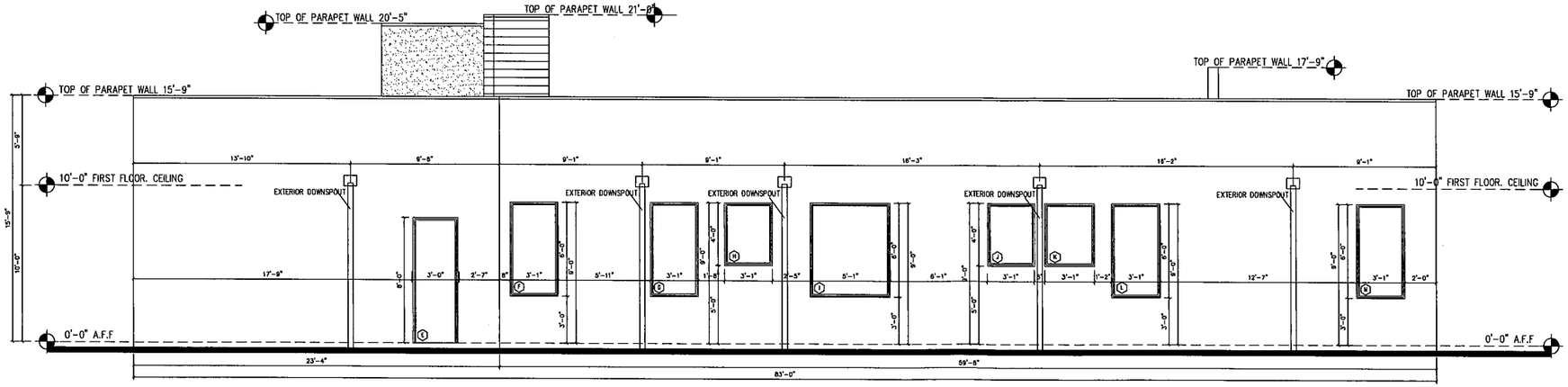
Sheet:
A2
3 Of: 10



SCALE: 1/4"=1'-0"

◯ WINDOW / DOOR SCHEDULE ◯

	TYPE/SIZE	REMARKS	PRESSURE
A	16080 GARAGE DOOR (108"X96")	TOP @ 7'-5" A.F.F.	
B	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	
C	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	
D	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	
E	0-3060	TOP @ 8'-0" A.F.F.	
F	CA30 (37"X72")	TOP @ 9'-0" A.F.F.	
G	CA30 (37"X72")	TOP @ 9'-0" A.F.F.	
H	CA30 (37"X48")	TOP @ 9'-0" A.F.F.	
I	61"X72" F.GLASS	TOP @ 9'-0" A.F.F.	
J	CA30 (37"X48")	TOP @ 9'-0" A.F.F.	
K	CA30 (37"X48")	TOP @ 9'-0" A.F.F.	
L	CA30 (37"X72")	TOP @ 9'-0" A.F.F.	
M	CA30 (37"X72")	TOP @ 9'-0" A.F.F.	
N	2W-36"X72" F.GLASS	TOP @ 9'-0" A.F.F.	
O	6090 S.GLASS DOOR (74"X108")	TOP @ 9'-0" A.F.F.	
P	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	
Q	12080 S.GLASS DOOR (140"X96")/(48"-36"X96" F.GLASS ABV.	TOP @ 11'-0" A.F.F.	
R	16080 S.GLASS DOOR (194"X96")/(48"-48"X96" F.GLASS ABV.	TOP @ 11'-0" A.F.F.	
S	D-21080 F.DOOR	TOP @ 9'-0" A.F.F.	
T	6090 S.GLASS DOOR (55"X108")	TOP @ 9'-0" A.F.F.	
U	2W-36"X72" F.GLASS	TOP @ 9'-0" A.F.F.	
V	31"X48" F.GLASS	TOP @ 9'-0" A.F.F.	
W	31"X48" F.GLASS	TOP @ 9'-0" A.F.F.	
X	2W-36"X72" F.GLASS	TOP @ 9'-0" A.F.F.	
Y	31"X48" F.GLASS	TOP @ 9'-0" A.F.F.	
Z	31"X48" F.GLASS	TOP @ 9'-0" A.F.F.	
AA	31"X48" F.GLASS	TOP @ 9'-0" A.F.F.	
BB	111"X108" F.GLASS (3W-37"X108")	TOP @ 11'-0" A.F.F.	
CC	D(2)-30100 / 74"X24" F.GLASS ABV.	TOP @ 12'-0" A.F.F.	
DD	111"X108" F.GLASS (3W-37"X108")	TOP @ 11'-0" A.F.F.	
EE	37"X108" F.GLASS	TOP @ 11'-0" A.F.F.	



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

DESIGN O
REG. # A
BBS W C
FORT LAU
GREGORY T
REG. #: AR12185

MDP ENGINEERING, INC.
Consulting Structural Engineers
336 S.W. SUN CIRCLE
PALM CITY, Fl 34990
Phone: 954.243.4595
STATE OF FLORIDA P.E. No. 33563 CA-8918

Res. For JAMEL LOPEZ
NW 100 AVE
COOPER CITY, FLORIDA

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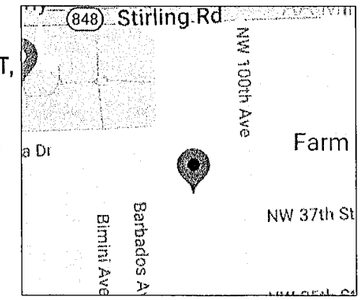
DESIGNED BY: ABEY
DRAWN BY: TE
CHECKED BY:
DATE: 6/23/2023

Sheet:
A3
2 Of: 10

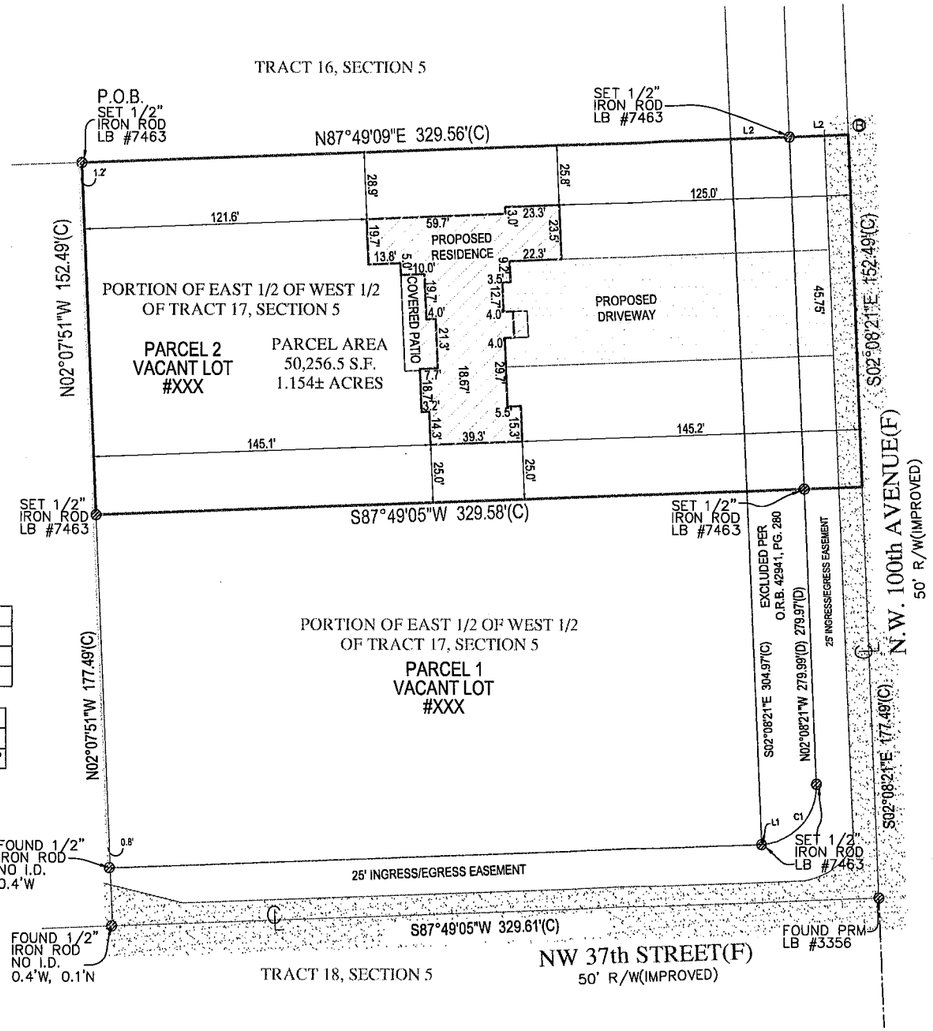
LEGAL DESCRIPTION OF PROPOSED PARCEL 2

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF TRACT 17, SECTION 5 IN TOWNSHIP 51 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTIONS 4, 5, 8, 9,16, 17, 20, 21, 28, 29, 32, AND 33 IN TOWNSHIP 51 SOUTH, RANGE 41 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 75, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA. BEING FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE N 87°49'09" E, A DISTANCE OF 329.56 FEET; THENCE S 02°08'21" E, A DISTANCE OF 152.49 FEET; THENCE S 87°49'05" W, A DISTANCE OF 329.58 FEET; THENCE N 02°07'51" E, A DISTANCE OF 152.49 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
NOT TO SCALE

Flood Zone: AH
Community Number: 120032
Panel: 12011C0545
Suffix: H
FIRM Date: 08/18/2014



SCALE: 1"=40'

LINE TABLE		
LINE	LENGTH	BEARING
L1	0.02'	N87°49'05"E
L2	25.00'	N87°49'09"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	39.25'	25.00'	89°57'27"

LEGEND

A/C	AIR CONDITIONER
B.F.P.	BACKFLOW PREVENTER
C.B.S.	CONCRETE BLOCK STRUCTURE
EL	ELEVATION
F.F.	FINISHED FLOOR
I.D.	IDENTIFICATION
L	LENGTH
L.B.	LICENSED BUSINESS
M	MEASURED
N.T.S.	NOT TO SCALE
N&D	NAIL & DISC
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	OFFICIAL RECORDS BOOK
P	PLAT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
P.R.M.	PERMANENT REFERENCE MONUMENT
PG.	PAGE
P.B.	PLAT BOOK
PK	PARKER KYLON NAIL
R	RADIUS
TAN	TANGENT
T.B.M.	TEMPORARY BENCH MARK
℄	CENTERLINE
&	AND
#	NUMBER
Δ	DELTA OR CENTRAL ANGLE
	CONCRETE

REVISIONS:
1. ADDED PROPOSED DRIVEWAY... 07/14/2023
2. REVISED LOT SPLIT ... 07/19/2023

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)
KENNETH J. OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

SKETCH AND DESCRIPTION FOR PROPOSED LOT SPLIT WITH SITE PLAN OF
XXX NW 37 STREET
COOPER CITY, FL 33024
PREPARED FOR:
JAMEL LOPEZ

Project	Sheet
C-594039	1 OF 1
Date 07/06/2023	
Scale 1"=40'	

6250 N. MILITARY TRAIL
SUITE 102
WEST PALM BEACH, FL
33407
PHONE: 561.640.4800
FAX: 561.640.0576
LB #7463
COMPASS SURVEYING
WWW.COMPASSSURVEYING.NET

NOTES:
1. LEGAL DESCRIPTION CREATED BY COMPASS SURVEYING
2. NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
3. NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
4. ALL ANGLES OR BEARINGS AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED
5. SOME FEATURES MAY NOT BE AT SCALE IN ORDER TO SHOW DETAIL.
6. THE BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTHERLY PROPERTY LINE, HAVING A BEARING OF S87°49'05"W.

ORIGINAL FIELD WORK COMPLETED BY
TARGET SURVEYING, LLC.
SURVEY #: 560014 DATED: 09/15/2022

DATE OF MAP: 07/06/2023

SINGLE FAMILY RESIDENCE FOR:
Res. For JAREL LOPEZ
NW 100 AVE COOPER CITY, FLORIDA

LAND USE:

RESIDENTIAL – LOW (5)–RESIDENTIAL

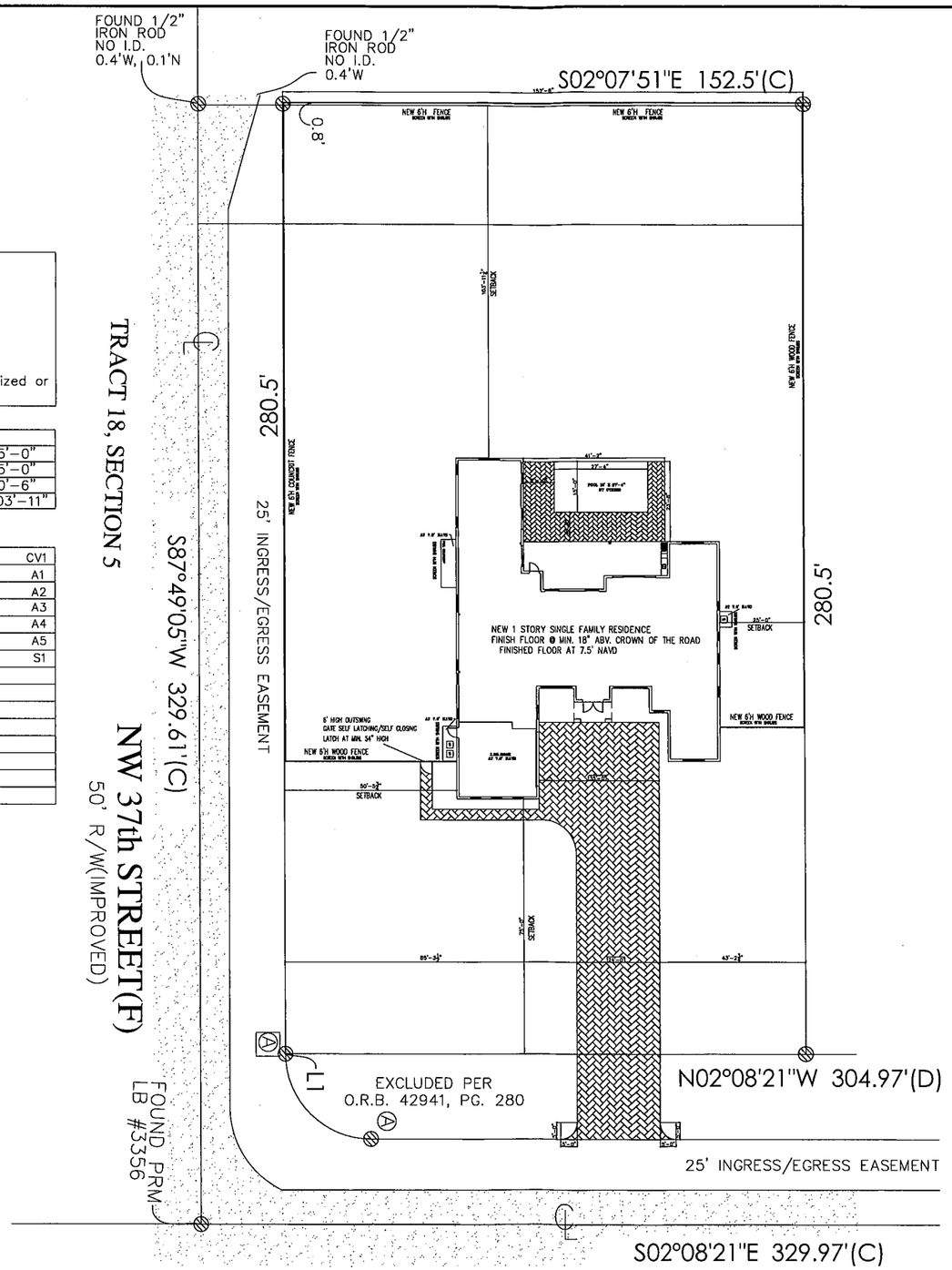
MAX LOT COVERAGE= 40% PROVIDED = 24.34%

FLOOR AREA RATIO (MAX)= .75 PROVIDED = 75.66%

Note: Less than 50% of the public right–of–way is poved, stabalized or otherwise redered impervios

SETBACK TABUATION	
FRONT SETBACK =75'–0"	PROPOSED=75'–0"
RIGHT SETBACK =25'–0"	PROPOSED=25'–0"
LEFT SETBACK =50'–0"	PROPOSED=50'–6"
REAR SETBACK =0'–0"	PROPOSED=103'–11"

SITE PLAN	CV1
FIRST FLOOR PLAN	A1
FRONT AND REAR ELEVATIONS	A2
LEFT AND RIGHT ELEVATIONS	A3
SECTION A–A	A4
ROOF PLAN	A5
FOUNDATION PLAN	S1



ZONING RS–9:

FLOOD ZONE:

"AH"

BASE ELEV:

N/A 6.0

SITE DATA:

DESCRIPTION	AREA	%OF SITE
SITE AREA	42,776	100%
WALKWAY/DRIVEWAY	4305	10.19%
DECK/POOL/WALKWAY	998	2.17%
BLDG. FOOTPRINT	5108	11.98%
LANDSCAPING	32,365	75.66%

BUILDING CLASSIFICATION:
FBC 2020 CHAPTER 3, OCCUPANCY GROUP R–3
CONSTRUCTION TYPE V
WIND LOAD AS PER FLORIDA BUILDING CODE, 2020 EDITION

CODE EDITION:	FL BUILDING CODE 2020
BUILDING DESIGNED AS:	ENCLOSED
WIND EXPOSURE CLASSIFICATION:	D
WIND SPEED DESIGN:	190 MPH (3 SEC. GUST)
INTERNAL PRESSURE COEFFICIENT	–0.18
Kd	0.85
ROOF LIVE LOAD:	30 PSF
TOP CHORD DEAD LOAD:	15 PSF
BOTTOM CHORD DEAD LOAD:	10 PSF
RISK CATEGORY	II
SHUTTERS:	NO
IMPACT RESISTANT ASSEMBLY:	YES
IS A CONT. LOAD PATH PROVIDED	YES
ARE COMPONENT & CLADDING DETAILS PROVIDED	YES

THE PROJECT WAS DESIGNED IN ACCORDANCE WITH THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318–11.(AMERICAN INSTITUTE OF STEEL CONSTRUCTION) AISC ASD 13th EDITION. BUILDING CODE REQUIREMENTS AND SPEC'S FOR MASONRY STRUCTURES (ACI 530–11/ASCE 5–11/TMS 402–11). BUILDING CODE REQUIREMENTS AND NATIONAL DESIGN SPEC'S FOR WOOD CONSTRUCTION (ANSI/NFOPA NDS–2012).

CITY, FLORIDA NW 100 AVE COOPER

SITE LAYOUT

SCALE: 1"=20'
X/11.5=1"=20'

DESIGNED BY:

DESIGN ODYSSEY II
Architectural Design

965 W COMMERCIAL BLVD.
FORT LAUDERDALE FL. 33309
Phone (954) 418–7111
Fax (954) 418–7110
e–mail: designodyssey@aol.com
WWW.DESIGNODYSSEY.NET

9/6/2023

Sheet: CV1

1 Of: 7

DESIGN OD
REG. # A
965 W CO
FORT LAU
GREGORY
REG. # AR12185

MDP ENGINEERING, INC.
Consulting Structural Engineers
338 S.W. SUN CIRCLE
PALM CITY, Fl. 34990
Phone: 954.243.4595
STATE OF FLORIDA P.E. No. 32363 CA-8918

AREA CALCULATION

FLOOR A/C AREA	= 4007	SF
TOTAL AC AREA	= 3901	SF
2 CAR GARAGE	= 542	SF
COVERED PATIO	= 490	SF
FRONT ENTRY	= 68	SF
TOTAL AREA	= 5108	SF

FBC-2020
WIND SPEED 175 MPH
EXP. C

GARAGE REQUIRED VENT CALCULATION:
(FOR 2 CAR GARAGE 2000CFM REQUIRED)
@ 3 MILES PER HOUR= 15840 ft/hr
AIR MOVEMENT VELOCITY=264 ft/min.
OPENING SIZE REQUIRED= 200cubicft/min. = 0.76 sqft
264ft/min

SCHEDULE NOTES

1. ALL WINDOWS AND DOORS NOT LABLED FROM THE SCHEDULES TO BE AS CALLED FOR ON FLOOR PLAN.
2. ALL FIXED GLASS WINDOWS TO BE AS SHOWN ON PLANS.
3. ALL SIDE LITES TO BE TEMP. GLASS AND SIZED IN FIELD FOR WIDTH OF HEIGHT SHOWN ON ELEVATIONS.
4. ALL ROUGH OPENING SIZES SHOWN ALLOW SPACE FOR 1'-8" & 1'-3" JAMBS EACH SIDE.
5. EVEN IF SHUTTERS ARE USED, WINDOWS MUST MEET WIND PRESSURE REQUIREMENT.
6. SIZES SHOWN ARE FOR USE IN MASONRY WALLS.
7. ALL WINDOW AND DOOR MASONRY OPENING SIZES TO BE VERFIED W/MANUFACTURES SPECS.

1517.5.2 "Tin caps" shall be not less than 15/8 inches (41 mm) and not more than 2 inches (51 mm) in diameter and of not less than 32 gage (0.010 inch) sheet metal. "Cap nails" or prefabricated fasteners with integral heads complying with this section shall be an acceptable substitute. All "tin caps," "cap nails"
or prefabricated fasteners with integral heads shall be tested for corrosion resistance in compliance with TAS 114 Appendix E, Section 2 (ASTM G 85), and shall be product control listed. All of cartons or carton labels "tin caps," "cap nails" or prefabricated fasteners with integral heads shall be labeled to note compliance with the corrosion resistance requirements.
R4403.9.2 Wind velocity (3-second gust) used in structural calculations shall be 140 miles per hour (63 m/s) in Broward County and 146 miles per hour (65 m/s) in Miami-Dade County.
R4410.2.3.1.3.2 Doors, bath and shower enclosures, and sliding glass doors containing glazing material greater than 9 square feet (0.84 m2) in surface area shall be classified as Category II glazing products.
R4410.2.6.2 Safeguards. The glazing in sliding and swinging doors and in shower to tub enclosures, including any glazing within 60 inches (1.5 m) of the finished floor surface in walls surrounding any tub or shower enclosure, shall be safety glazing as set forth in Section R4410.2.3.1.3 for Category II glazing products.
R4410.2.3.1.3.1 Doors containing glazing material not greater than 9 square feet (0.84 m2) in surface area shall be classified as Category I glazing products.
R4403.9.3 All buildings and structures shall be considered to be in Exposure Category C as defined in Section 6.5.6.3 of ASCE 7.
R4409.9.2.5 Nail spacing shall be 6 inches (152 mm) on center at panel edges and at interme diate supports. Nail spacing shall be 4 inches (102 mm) on center at gable ends with either 8d ring shank nails or 10d common nails.
R4409.6.17.2.4.2 Special Inspector (Trusses)
For trusses having an overall length of the bottom chord in excess of 35 feet (10.7 m) or 6 feet (1829 mm) overall height erection shall be supervised by either a registered professionol engineer or registered architect retained by the contractor. A retainer letter from the registered professional engineer or registered architect shall be submitted along with the shop drawings as part of the permit document.
R4409.13.5 Termite protection. All buildings shall have a pre-construction treatment protection against subterranean termites. The rules and laws as established
by the Florida Department of Agriculture and Consumer Services shall be deemed as approved with respect to preconstruction soil treatment for protection against
subterranean termites. A certificate of compliance shall be issued to the building department by the licensed pest control company that contains the following statement:
"The building has received a complete treatment for the prevention of subterranean termites. Treatment is in accordance with rules and laws established by the Florida
Department of Agriculture and Consumer Services."
R308.4 Hazardous locations. The following shall be considered specific hazardous locations for the purposes of glazing:
1. Glazing in swinging doors except jalousies.
2. Glazing in fixed and sliding panels of sliding door assemblies and panels in sliding and bifold closet door assemblies.
3. Glazing in storm doors.
4. Glazing in all unframed swinging doors.
5. Glazing in doors and enclosures for hot tubs, whirlpools, saunas, steam rooms, bathtubs and showers. Glazing in any part of a building wall enclosing these compartments where the bottom exposed edge of the glazing is less than
60 inches (1524 mm) measured vertically above any standing or walking surface.
6. Glazing, in an individual fixed or operable panel adjacent to a door where the nearest vertical edge is within a 24-inch (610 mm) arc of the door in a closed position and whose bottom edge is less than 60 inches (1524 mm) above the floor or walking surface.
7. Glazing in an individual fixed or operable panel, other than those locations described in Items 5 and 6 above, that meets all of the following conditions:
7.1. Exposed area of an individual pane larger than 9 square feet (0.836 m2).
7.2. Bottom edge less than 18 inches (457 mm) above the floor.
7.3. Top edge more than 36 inches (914 mm) above the floor.
7.4. One or more walking surfaces within 36 inches (914 mm) horizontally of the glazing.

As per FBC R309.2 Separation required in garage
The garage shall be separated from the residence and its attic area by not less than ½-inch (12.7 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8-inch (15.9 mm) Type X gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than ½-inch (12.7 mm) gypsum board or equivalent.
As per FBC R309.1 Opening protection in garage.
Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.
As per FBC R309.1.1 Duct penetration.
Ducts in the garage and ducts penetrating the walls or ceilings separating the dwelling from the garage shall be constructed of a minimum No. 26 gage (0.48 mm) sheet steel or other approved material and shall have no openings into the garage.

As per FBC Separation required in garage
The garage shall be separated from the residence and its attic area by not less than ½-inch (12.7 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8-inch (15.9 mm) Type X gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than ½-inch (12.7 mm) gypsum board or equivalent.

As per FBC 2020 R309.1.1 Duct penetration.
Ducts in the garage and ducts penetrating the walls or ceilings separating the dwelling from the garage shall be constructed of a minimum No. 26 gage (0.48 mm) sheet steel or other approved material and shall have no openings into the garage.

FLOOR PLAN

SCALE: 1/4"=1'-0"

FINISHED FLOOR AT ?' NAVD

Res. For JAREL LOPEZ
NW 100 AVE
COOPER CITY, FLORIDA

DESIGN ODYSSEY Inc.
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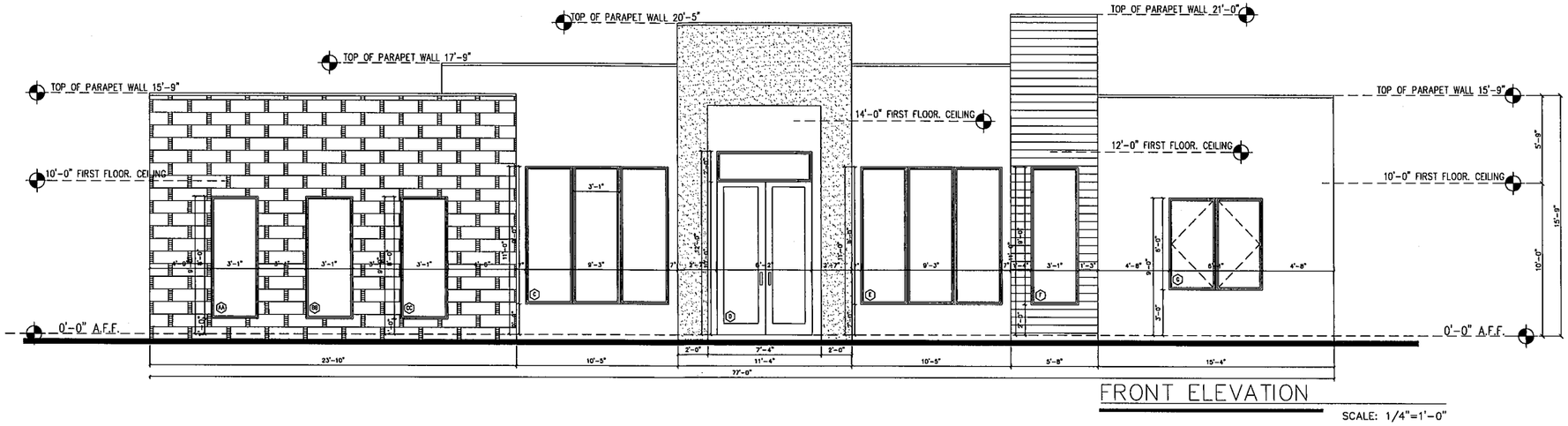
DESIGNED BY: ABEY
DRAWN BY: TE
CHECKED BY:
DATE: 7/28/2023

Sheet:
A1
2 Of: 10

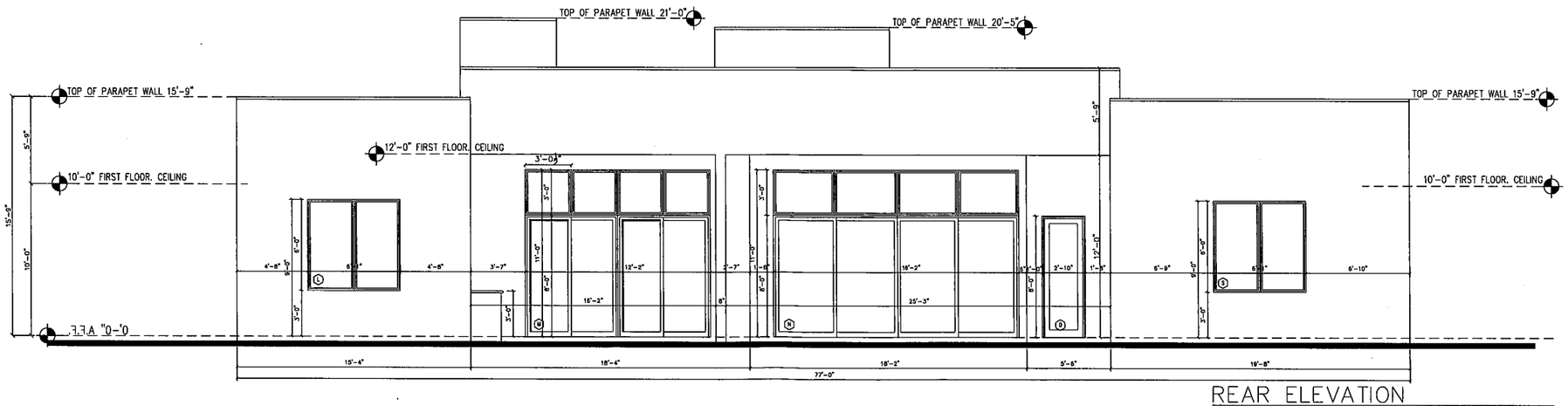
⬡ WINDOW / DOOR SCHEDULE ⬡

	TYPE/SIZE	REMARKS	PRESSURE
A	16080 GARAGE DOOR (192"X96")	TOP @ 7'-8" A.F.F.	-43/+33
B	R40SH (50"X50")	TOP @ 7'-8" A.F.F.	-43/+33
C	3(W)-36"X106" F.GLASS (111"X106")	TOP @ 11'-0" A.F.F.	-43/+33
D	2(D)-80100 / 74"X24" F.GLASS ABV.	TOP @ 11'-0" A.F.F.	-43/+33
E	3(W)-36"X106" F.GLASS (111"X106")	TOP @ 11'-0" A.F.F.	-43/+33
F	37"X106" F.GLASS	TOP @ 11'-0" A.F.F.	-43/+33
G	CA60 (73"X72")	TOP @ 9'-0" A.F.F.	-43/+33
H	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
I	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
J	31"X48" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
K	31"X48" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
L	CA60 (73"X72")	TOP @ 9'-0" A.F.F.	-43/+33
M	12080 S.GLASS DOOR (144"X96")/49- 36"X96" F.GLASS	TOP @ 11'-0" A.F.F.	-43/+33
N	16080 S.GLASS DOOR (194"X96")/49- 48"X96" F.GLASS	TOP @ 11'-0" A.F.F.	-43/+33
O	0-21080 T.DOOR	TOP @ 8'-0" A.F.F.	-43/+33
P	6080 S.GLASS DOOR (74"X106")	TOP @ 9'-0" A.F.F.	-43/+33
Q	6080 S.GLASS DOOR (74"X106")	TOP @ 9'-0" A.F.F.	-43/+33
R	6080 S.GLASS DOOR (74"X106")	TOP @ 9'-0" A.F.F.	-43/+33
S	CA60 (73"X72")	TOP @ 9'-0" A.F.F.	-43/+33
T	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
U	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
V	61"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
W	37"X48" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
X	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
Y	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
Z	0-21080	TOP @ 8'-0" A.F.F.	-43/+33
AA	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
BB	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
CC	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33



FRONT ELEVATION

SCALE: 1/4"=1'-0"



REAR ELEVATION

SCALE: 1/4"=1'-0"

DESIGN OD
REG. # AA
365 W CO
FORT LAUD
GREGORY
REG. # AR12185

MDP ENGINEERING, INC.
Consulting Structural Engineers
336 S.W. SUN CIRCLE
PALM CITY, Fl. 34990
Phone: 954.242.4585
STATE OF FLORIDA P.E. No. 32563 CA-5818

Res. For JAREL LOPEZ
NW 100 AVE
COOPER CITY, FLORIDA

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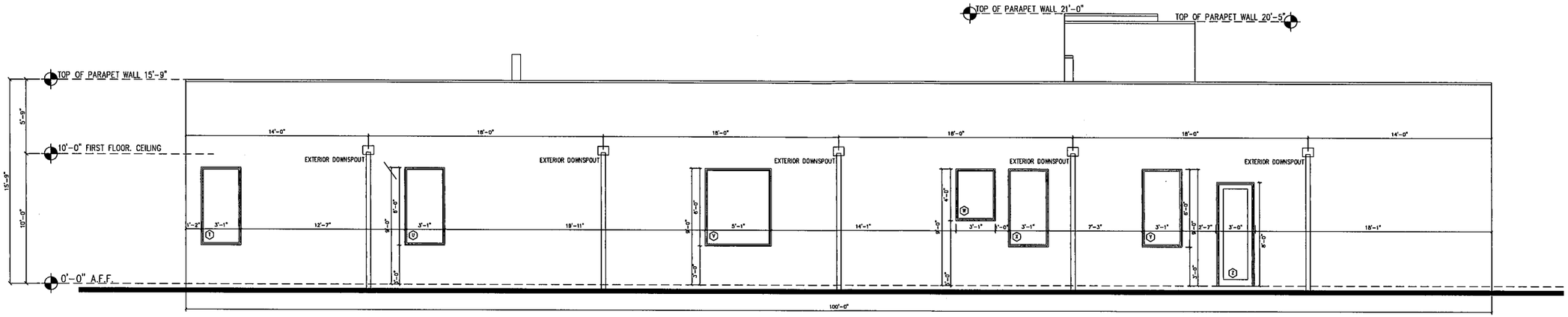
DESIGNED BY: ABEY
DRAWN BY: TE
CHECKED BY:
DATE: 7/28/2023

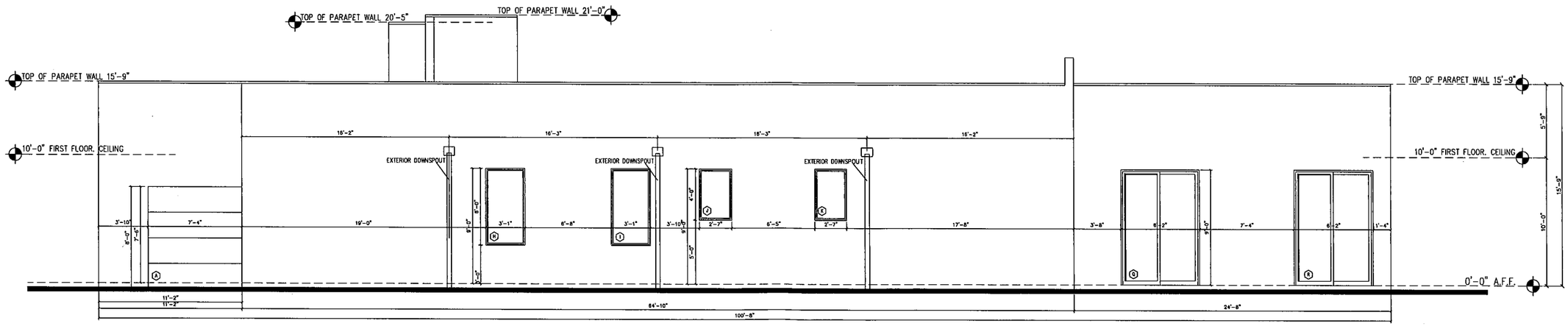
Sheet: A2

2 Of: 10



LEFT ELEVATION

SCALE: 1/4"=1'-0"



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

DESIGN ODY
REG. # AA
905 W COM
FORT LAUDE
GREGORY A
REG. # AR12185

MDP ENGINEERING, INC.
Consulting Structural Engineers
336 S.W. SUN CIRCLE
PALM CITY, FL 34990
Phone: 954.243.4595
STATE OF FLORIDA P.E. No. 32563 CA-5818

Res. For JAREL LOPEZ
NW 100 AVE
COOPER CITY, FLORIDA

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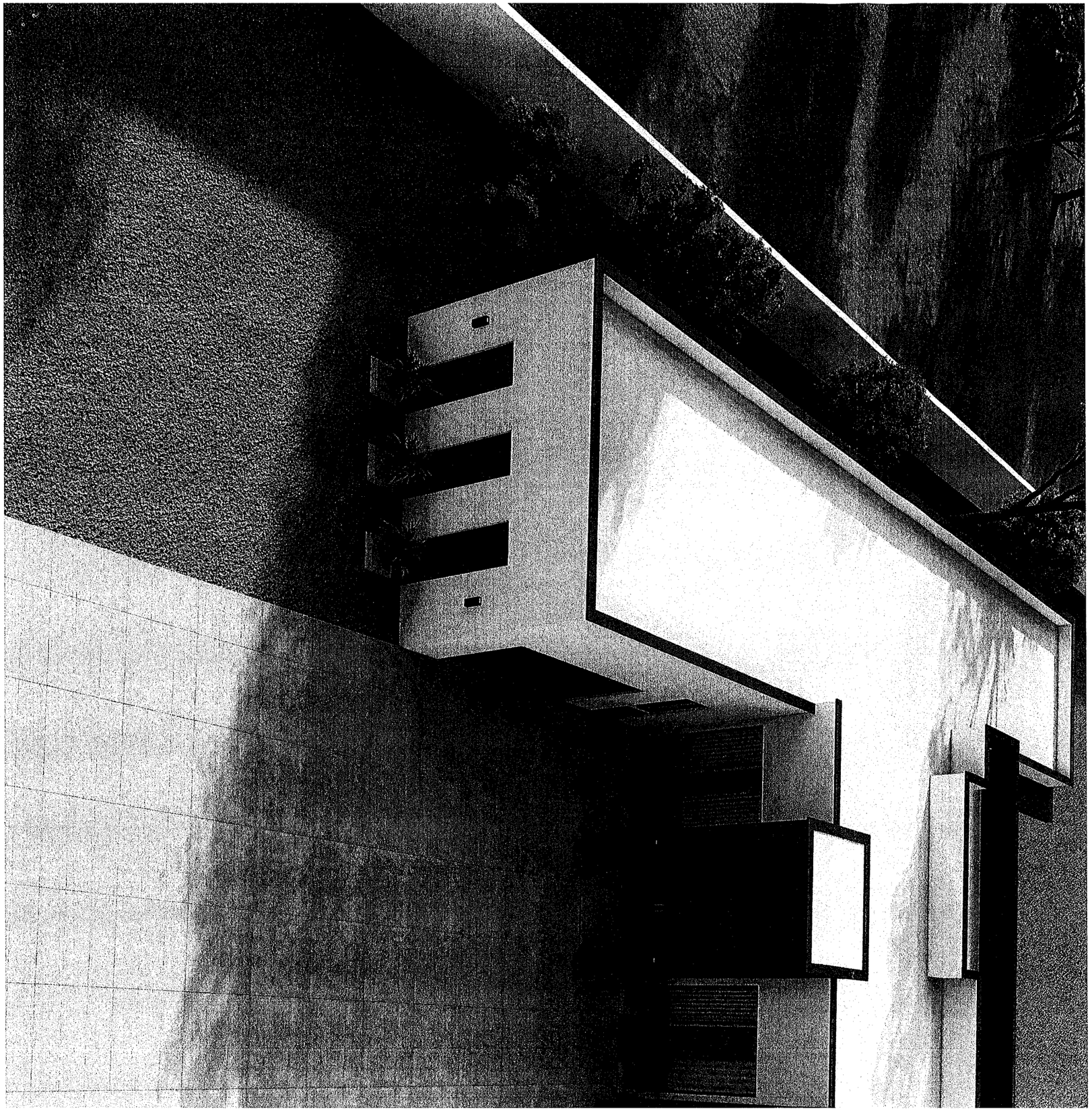
DESIGNED BY: ABEY
DRAWN BY: TE
CHECKED BY:
DATE: 7/28/2023

Sheet:
A3
4



BUSINESS IMPACT ESTIMATE

11/3/2023 & 12/12/2023– Meeting Date

Ordinance Title:

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING REZONING PETITION #Z 8-1-23; PROVIDING FOR THE REZONING OF THE APPROXIMATELY 2.4 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF N.W. 37TH STREET AND N.W. 100TH AVENUE (APPROXIMATELY ½ MILE SOUTH OF STIRLING ROAD) IN COOPER CITY, FLORIDA; REZONING THE SUBJECT PROPERTY FROM E-2, ESTATE DISTRICT (BROWARD COUNTY) TO E-1 ESTATE DISTRICT (COOPER CITY); PROVIDING FOR AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirements apply, check the applicable box and leave the remainder of the form blank.

- o The ordinance is required for compliance with federal or state law or regulation;
- o The ordinance relates to the issuance or refinancing of debt;
- o The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- o The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the City;
- o The ordinance is an emergency ordinance;
- o The ordinance relates to procurement; or
- **o** The ordinance is enacted to implement the following:
  a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  b. Sections 190.005 and 190.046, regarding community development districts;
  c. Section 553.73, relating to the Florida Building Code; or

d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare): Rezoning a 2.4 acre property located from E-2 to E-1 in the Royal Palm Ranches neighborhood in order to construct two single family homes.

2. Estimate the direct economic impact of the proposed ordinance on private, for-profit businesses in the City: A local contractor/business could bid on construction.

3. Estimate of direct compliance costs: N/A

4. Any new charge or fee imposed by the proposed ordinance: No

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: The construction of two new house on the property would increase property taxes paid.

6. Estimate of the number of businesses impacted by the proposed ordinance: N/A

7. Additional Information: _____
_____
_____
_____
_____
_____
_____
_____

ROYAL PALM RANCHES PRESERVATION BOARD

Draft

Minutes of November 1, 2023

Meeting Called to order at 6:30 P.M.

1. ROLL CALL

Royal Palm Ranches Preservation Board Members

MEMBERS	11/1/23	5/9/2022	2/15/2022	12/14/2020	
Domingo Garcia	P	A	P	P	
Kevin Greenblatt (Vice Chair)	P	P	P	P	
Devon Sweet	P	P			
Kathleen Smith (Chair)	P	P			
Scott Zucker***	P				

Reappointed ** Resigned * New appointment*

STAFF PRESENT: *Carlos Vega, Director of Community Development*
Jason Chockley, Assistant Director of Community Development
Jarel & Michelle Lopez, Jamel & Ana Maria Lopez, Applicants

2. ELECTION OF NEW CHAIR AND/OR VICE-CHAIR

Joni Mosely was previous Chair and Kevin Greenblatt is current Vice-Chair.
Consensus was received to nominate & elect Kathleen Smith as Chair.

3. <u>ROYAL PALM RANCHES PRESERVATION BOARD - MINUTES - WAIVE/APPROVE MINUTES OF 5/9/2022</u>: Motion to waive the reading of the minutes was made. All ayes on voice vote. **MOTION WAS APPROVED.** Motion to approve the minutes was made. All ayes on voice vote. **MOTION WAS APRROVED.**

4. <u>PUBLIC COMMENTS</u>:
None

5. <u>NEW BUSINESS:</u>

Mr. Chockley handed out a packet that was submitted by Joni Mosely on behalf of some of the neighborhood residents. He stated that the document can be considered by the Board.

Chair Smith turned the item over to Mr. Chockley.

Mr. Chockley introduced the item as a request for re-zoning as follows: Request for Rezoning from E-2, Estate District, Broward County, to E-1, Estate District, Cooper City to construct two single family homes on a 1.34 & 1.15 acre lot(s).

<u>Background and Property Description:</u> The subject site is approx. 2.4 acres in size and is presently vacant. The property was annexed into the City on September 15, 2004 and is within the Royal Palm

Ranches Preservation Area. The existing zoning and Land Use Plan designations were inherited from Broward County and are the same as existed before the property was annexed into the City. The rezoning is necessary in order for the lot to be developed with two single family homes because the current County E-2 zoning requires a minimum lot size of two net acres per home.

The pre-annexation agreement that applies to the subject site and the surrounding properties states that the Royal Palm Ranches area will be considered a preservation area in order to protect the rural atmosphere of the community and that all zoning changes must first come before the Preservation Board for a recommendation and must be approved by a super-majority vote of the City Commission.

The property is bound on all sides by single-family homes on estate-sized (2 acre) lots. The subject site and surrounding properties are all Land Use Plan designated on the City's Future Land Use Plan Map at a maximum density of 1 dwelling unit per acre.

Consistency with Adopted Comprehensive Plan. The proposed E-1, Estate Zoning District is consistent with the existing E-Estate Land Use Plan designation in that the density does not exceed that allowed or envisioned by the City Comprehensive Plan. Policy 1.4.4 of the City's Future Land Use Element states that the City zoning as to permitted uses and densities must be in compliance with or be more restrictive than the requirements of the adopted City Future Land Use Element. The subject request is consistent with this policy in that the density proposed is one dwelling unit per acre as permitted by the City's Future Land Use Map. Accordingly, the request can be considered consistent with the Comprehensive Plan.

Land Use Compatibility: The E-Estate land use plan designation exists on properties surrounding the subject site on all sides. The requested zoning, with a minimum proposed lot size of one net acre would be consistent with surrounding zoning districts and existing land uses. The existing land uses near the subject site are single family homes on lots ranging from just less than an acre to over 2 acres.

The requested zoning would allow a maximum of two units on the existing 2.4 acre lot (1.34 & 1.15 for each new proposed lot). The intended use is to construct two single family homes on the lot(s) with the required minimum width of 125 feet. The E-1 Zoning District requires a minimum lot size of 35,000 square feet (builder's acre) and a minimum lot width of 125 feet, both of which are far exceeded under the subject request.

The proposed zoning with the attached exhibits reflecting the one acre minimum per lot size is consistent with the established rural residential lots in the area and with the remainder of the Royal Palm Ranches area.

Traffic Impacts: The rezoning request would allow the construction of two single family homes on the subject site which is not expected to excessively increase traffic impacts onto the surrounding roadways.

Staff Finding: Staff acknowledges that the applicant has addressed the review criteria for the application to be processed before the Preservation Board for a recommendation. Staff does not refute the justifications presented by the petitioner and therefore finds that the applicant has met the submittal requirements for the rezoning request to be considered.

Staff recommends that should the Preservation Board recommend approval of the rezoning request to the E-1, Estate District that it should be conditioned upon inclusion of the attached exhibit reflecting a maximum of one home on a minimum lot size of 1.34 and 1.15 acres be submitted the BCPA's office for separate folio numbers and legal descriptions.

Action Requested: The Preservation Board is requested to discuss and deliberate the rezoning petition and make a recommendation. Board input will be forwarded to the City Commission for final action.

Mr. Chockley turned the item over to the Petitioner.

Applicants presented a PowerPoint to the Board.

Chair Smith opened the Public Hearing allowing members of the public to speak for periods not to exceed two minutes each.

Ms. Joni Mosely spoke against the petition.

Ms. Lois Guffey spoke in support of the petition.

Mr. Joseph Milner spoke in support of the petition.

Mr. Surender Sama expressed concerns about the petition.

Ms. Phyllis Bubel spoke against the petition.

Mr. Michael Doddo spoke against the petition.

Mr. Henry Gallego spoke against the petition due to roadway maintenance.

Ms. Kenia Sanchez spoke in support of the petition.

Mr. Tim Purciful spoke in support of the petition.

Topics covered in resident concerns were differences between this lot and adjacent lots and what could be built on those lots; traffic & roadway impacts based on condition of current roadway; drainage plans being reviewed by Central Broward Water Control District & some discussion of the "modern-style" design elements of the home.

Chair Smith closed the Public Hearing after the last public speaker.

Applicant responded to resident concerns regarding house design stating that the style would be hurricane resistant, termite resistant and would also contain a safe room. The Applicant noted that the current roadway condition is poor and that, in regard to the flood concern, that the Central Broward Water Control District review is required and would be addressed.

Mr. Chockley further discussed the difference between this and other vacant lots and that each petition stands on its own merit, justification and compliance with code/land use. He also reminded the Board that most of the roadways in this area are private due to residents previously not wanting to dedicate these to the City.

Board deliberations and discussion followed before the vote.

MOTION: TO APPROVE GALA RESIDENCES REZONING #Z 8-1-23 MADE BY DEVON SWEET AND SECONDED BY KEVIN GREENBLATT. THERE WERE ALL AYES ON THE ROLL CALL VOTE. MOTION WAS APPROVED.

6. COMMUNITY DEVELOPMENT REPORT:

Chair Smith turned it over to Mr. Chockley to report on any upcoming petitions which would come before the Royal Palm Ranches Preservation Board.

Mr. Chockley advised that there would be upcoming petitions regarding the LaPalma and the Linet properties. There is also a possibility of a Commission Workshop for roadway dedication discussion & drainage projects.

7. BOARD MEMBER CONCERNS:

Board members continued to express interest in meeting with Commission to further discuss the issues of drainage and possible roadway dedication.

8. ADJOURNMENT:

Meeting adjourned at 8:16 PM.

PLANNING & ZONING ADVISORY BOARD

Draft

Minutes of November 6, 2023

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

1. ROLL CALL

P&Z Board Members

MEMBERS	11/6/23	7/10/23	4/03/23	2/06/23	10/17/22	8/15/22	7/25/22	5/02/22	4/04/22	2/07/22
Jimmy Goulet	P	P	P	A	A	P	P	P	P	P
David Rouse	P	P	P	P	P	P	P	P	A	P
Jim Federici	P	P	P	P	P	P	P	P	P	P
Kelly Brown	P	A	P	P	P	P	A	P	P	P
Alex Weisberg	P	P	P	P	P	A	P	P	P	P
William Barkins	P	P	P	A	P	P	A	P	P	P
James Curran	P	P	P	P	P	P	P	P	P	P
Natalie Mor	A	A	P	P						
Robin Morganstine	P	P	P	P						
Michelle Stern	P	A	P	P						

** New appointment*

STAFF PRESENT: *Carlos Vega, Director of Community Development*
Jason Chockley, Assistant Director of Community Development
Jacob Horowitz, City Attorney
Jarel & Michelle Lopez, Jamel & Ana Maria (Lily) Lopez, Applicants

2. P&Z BOARD - MINUTES - WAIVE/APPROVE MINUTES OF 07/10/2023:

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

3. PUBLIC COMMENTS:

None

4. NEW BUSINESS:

GALA RESIDENCES
Rezoning #Z 8-1-23

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

Mr. Chockley introduced the item as a rezoning application for what is known as the Gala residences. It is located at the Northwest Corner, Northwest 37th Street and Northwest 100th Avenue, approximately half a mile south of Stirling Road. Current land use designation is E Estate and the request is to rezone from E-2 Broward County to E-1 Cooper City, to construct two single family homes on 1.34 and 1.15 acre lots. The subject site is approximately 2.4 acres in size and is presently vacant. The existing zoning and land use designations were inherited from Broward County and are the same as existing before the

property was annexed into City of Cooper City. The rezoning is necessary in order for the lot to be developed with two single family homes because the current County zoning of E-2 requires a minimum lot size of two net acres per house. All zoning changes must first come before the Preservation Board for a recommendation and must be approved by a super majority vote at City Commission. Consistency with the comp plan, the proposed E-1 estate district is consistent with the existing estate land use plan designation and that the density does not exceed that allowed or envisioned by the City comp plan. Land use compatibility, the requested zoning with a minimum proposed lot size of just over one net acre would be consistent with the surrounding zoning districts and existing land uses. The requested zoning would allow a maximum of two units on the existing 2.4 acre lot, 1.34 and 1.15 for each new proposed lot. Traffic impacts, the rezoning requests would not increase traffic impacts on the surrounding roadways since it is just two single family homes. Staff acknowledges that the applicant has addressed the review criteria for the application to be processed before the Preservation Board and the Planning and Zoning Board. The Preservation Board per this item on November 1, 2023 and had a 5-0 approval for vote. The Planning and Zoning Board has now discussed and deliberate second recommendation which will be forwarded to City Commission for final action. The rezoning request would also add one flex unit being dedicated to this lot for that second house being constructed. The applicant is here with a presentation. We can go right into that or I'll be happy to answer any questions from the Board.

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

Mr. Weisberg asked an inaudible question regarding staff recommendations.

Mr. Chockley said anytime you have a rezoning, staff stays neutral. We don't necessarily recommend approval or denial, but we have in there that if the Board is going to recommend approval, that part of the motion locks them into those acre sizes as being specified. Within the E-1 you can have a lower lot size than what they're asking for, but to ensure that in the long run we get what we're approving here, make that a condition of approval for the 1.15 and the 1.34.

Mr. Goulet asked an inaudible question concerning the annexation process.

Mr. Chockley said in the early 2000s, Broward County was going to get out of the land management. This was unincorporated for Broward County. Anything that was an unincorporated area had two options. They could either merge into an existing city or they had to become their own. A lot of pockets were obviously too small to become their own cities, but West Park was a function of Broward County making this rule and they became their own city. When this particular area was having to make a choice, they basically shopped around between us, Davie, Pembroke Pines or Hollywood because the map felt where they could have that as an option because of Brian Piccolo Park. They basically negotiated with those cities on who would offer what. Their concern was any of these surrounding cities enforcing their new laws and regulations upon what they had grown accustomed to of a rural estate area. So the City agreed to having them have their own Preservation Board, so anything that involved a rezoning, their own Board would get to make a recommendation which will be sent to City Commission as you guys do and that any Commission action would take a super majority vote. Ultimately though it is still up to City Commission on what happens, but their Preservation Board was set up so they would get a formal say and a review to help control what would take place in their area.

Mr. Goulet asked an inaudible question regarding density and some of the larger tracts of land in the neighborhood.

Mr. Chockley said each petition is judged on its own merits and its own justifications. This project is a little simpler because it's only two acres and they're only asking to build two houses. For anything more than two acres, Broward County requires you to plat and to site plan. That goes through a lot more formal review than just the construction of two single family houses on two acre estate lots. Most of the larger tracks that would possibly come in the future to do what they're asking to do are the five and ten acre tracks that are back there. That is going to have to plat and it is going to have to site plan. When you get into drainage district requirements of having to do lakes and retention that starts eating away at the lot sizes, so it's not quite apples to apples. This is a rezoning from an E-2 to an E-1, so they would have that in common, but those larger tracks of land would also have other things that these petition does not and those could make differences when the Boards are evaluating.

Ms. Brown asked about how we're defining homes per acre and dwelling units so that we're restricting this to single family units, not multifamily units. She asked if, going forward, if this were to be taken down and then a new improvement were put on here if it is limited to single family units for improvement.

Mr. Chockley said yes. It would be limited to the single family homes just by nature of our code definitions of single family and the zoning district.

Ms. Brown asked if there are any restrictive covenants on splitting out the parcel or maintaining unity of title or if it could be split out and sold off differently

Mr. Chockley said you can sell the property as it is now, as you know, but that doesn't mean that you have the right to build other than what the zoning currently permits.

Mr. Curran asked if anyone could go in there and build a quad or a duplex.

Mr. Chockley said no.

Dr. Barkins asked what restrictions there would be on short-term rentals.

Mr. Chockley said from current legislation, we can’t ban short term rentals if that came in. The applicant is here tonight and they're going to go through their presentation on what they're trying to accomplish for these lots, but the state prevents us from outright banning short-term rentals. There is a process where they have to apply to the City and get licensed and inspected for that, but we couldn't ban them.

Ms. Stern asked an inaudible question regarding the lot sizes in the area.

Mr. Chockley said there are a couple lots in there that are just over three quarters of an acre. They were permitted long before they came into the City, so we inherited them that way. At the Preservation Board, there was a woman who was one of the original owners and knew a lot. Historically when somebody got

the County to approve, I forget what road it was, there were multiple units, even though they were within an E-2, the County permitted them just under an acre. It's like fifteen homes on that block.

Ms. Stern asked an inaudible follow up question regarding the same issue.

Mr. Chockley said when the applicant goes through the PowerPoint, they have a whole slide that they put together that shows the zoning districts and shows what lots are tied to what acreages.

Chairman Rouse asked for any additional questions from the Board

There were none.

Chairman Rouse said this is going to be our first meeting where we actually have a quasi-judicial process where people will be sworn in. He asked Mr. Horowitz to give us just a synopsis of exactly what that pertains to and what in general it really is.

Mr. Horowitz said quasi-judicial in general is really to protect the applicant. We know that property owners and applicants have rights and that is to ensure that there is both procedural and substantive due process for any application that is considered both by our City Commission and now in the context of RP and Zoom. Something that is a little unique as it relates to the process that Cooper City has adopted is that you're using a quasi-judicial procedure but you're not a final decision-making body. You're still making a recommendation to the City Commission. Part of the City Commission's motivation in implementing a quasi-judicial procedure for Planning and Zoning is to ensure that when you evaluate an application, you're doing it under the same criteria that the Commission will ultimately be bound by when they make a final decision. Now procedurally, anybody who comes and speaks before the Board will be sworn in. All testimony is taken under oath. Any evidence or presentation that's submitted all becomes part of a formal and final record that will subsequently be presented to the City Commission for their ultimate consideration and approval or denial as they see fit. The key ultimately when it comes to quasi-judicial is there is a legal standard when it comes to making a decision. This is true for variances. It's true for site plan applications and rezoning. In the context of rezoning, there are a couple things to keep in mind. Procedurally the applicant is required to do a couple things. They have the burden of demonstrating that their application is consistent with the City's comprehensive plan and your professional staff can confirm that for you at the appropriate time. They also have the burden of showing that all of the procedural steps, context of notice, of submitting an application and all the other procedural requirements of the code have been satisfied. Again, your staff can confirm that after the applicant's had an opportunity to present. Once the applicant's burden has been satisfied, the burden then shifts to the City in the context of a decision. What essentially it boils down to is if the City seeks to reject the application for any reason, the City would need to demonstrate that there's a legitimate public purpose in ensuring that the zoning remains the same on that property or that denying the zoning application is not arbitrary, capricious, discriminatory or otherwise unreasonable. In other words, there has to be an articulated clear reason on the record why the Commission or why this Board would deny the application if the applicant has otherwise met his or her burden. That's the legal standard that ultimately the Commission is bound to and, if in the unlikely event there were a challenge, that a judge would consider.

Mr. Weisberg asked an inaudible question regarding the requirements for documentation of such a denial.

Mr. Horowitz said I would suggest that it would be appropriate to (document reasons for denial) if the Board were to reject the application because the Commission is ultimately going to be bound by that standard. One of their charges is getting a better understanding of why this Board made the decision that it did, so it would give the Commission some insight into your collective thinking when it comes time to consider your recommendation as part of their evaluation of the application.

Chairman Rouse asked the Board for any other questions they might have for counsel.

There were none.

Chairman Rouse turned it over to the applicants for their presentation.

Applicants Mr. Jarel Lopez, Mrs. Michelle Lopez and Ms. Lois Guffey, a member of the public, were sworn in by City Attorney Mr. Jacob Horowitz.

Mrs. Lopez introduced herself as Michelle Lopez. She said this is my family: my brother-in-law, Jamel, my sister-in-law Lily and my husband Jarel. In the images above there that you could see, the kids up there are our daughters, my husband and my daughters, Aliya and Amelia, and then my nephews, Grey and London. As you may know, we're here to discuss our request to split our jointly owned property into two parcels so we can build homes for our families. I've added a little tidbit in there. GALA stands for Gray, Amelia, London and Aliya, my youngest one's name. Our request consists of converting an E-2 Estate district into two E-1 district for the development of two single family homes. Each home will consist of 5,100 square feet, one sitting at 1.34 acres and the other at 1.15 acres. Our initial goal was to divide the property directly down the middle at 1.25 each. However, to ensure we align with all setback requirements, the lot sizes were adjusted. An opposition petition was promoted throughout the community in the title and throughout the verbiage of the petition, it indicated we were requesting a variance. I would like to provide some clarification. We are rezoning but do not require a variance. For further clarification, according to Cooper City Ordinance code, Section 23-153, a variance is a modification of a zoning district. Because we are not modifying the zoning district and are aligned with all requirements, we do not need to request a variance. The next several slides will address the five concerns in the opposition petition and we'll simultaneously provide evidence that we are consistent with the established rural residential lots in the area and with the remainder of Royal Palm Ranches area. We're also in alignment with Cooper City Development plan, the ordinances and the requirements in the annexation agreement. Before we go into addressing all the concerns from the opposition petition, please note keeping time in mind, each concern is summarized to focus on the concern itself. Concern number one: the history of the Royal Palm Ranches, its annexation into Cooper City and the subsequent agreement to maintain its rural character. Our rezoning request respects the spirit of the annexation agreement. The conversion from E-2 to two E-1 lots does not compromise the rural nature of the area. Instead, it maintains the original agreement between Broward County, Cooper City, and the members of the Royal Palm Ranches community. Evidence will be provided in the next several slides. Concern number two: following the details of the process required in the annexation agreement and the specific obligations by the City to the owners of the Royal Palm Ranches. Having reviewed the annexation agreement, we have insured full compliance. Further detail will be shown on the next slide. As of 14

September, 2023, Cooper City was provided with required materials to send out the notification to all applicable residents. Consequently, the Preservation Board meeting was scheduled and completed November 1st and here we are today. This is a breakdown to show how we comply with the annexation agreement and its specific obligations. Exhibit C an annexation agreement being the section which addresses the agreement between Cooper City and the members of the Royal Palm Ranches residents. The first requirement indicates the Royal Palm Ranches will be a preservation area. Staying within the E Estate district allows us to maintain the parameters of the area and allows the preservation to remain intact. Second requirement: Cooper City will adopt all zoning classifications of Broward County to maintain the rural atmosphere. Parceling the land in the two E-1s maintains Broward County's requirement for land size and the setbacks indicated for our proposal maintains 125 feet and width required. Third requirement: any and all zoning changes must be approved by the City Commission. Currently we have a date scheduled to go before the City Commission as required in the annexation agreement. The last two requirements are for the notification of the residents and the Preservation Board meeting to be set. The notifications were sent out and arrived fifteen days prior to the Preservation Board meeting which occurred November 1st. Concern number three: assumptions about rezoning intentions to only one acre and the fear of doing so will lead to the decimation of the rural atmosphere. Splitting an E-2 into two E-1 plots maintains the Estate district zoning and is consistent with the development plan, the annexation agreement and Cooper City ordinances. There are several homes as indicated in this slide for homes to the east and the south of our property that are zoned as E-1. There is approximate distance and square footage associated on that slide. On this slide you'll see a chart which indicates a total of seventy-eight homes zoned E-1 in the Royal Palm Ranches community and twenty-seven zoned E-2. In the graph, you could see that almost 75% of the properties within the Royal Palm Ranches community are zoned as E-1 which provides evidence that our request will not decimate the rural atmosphere of the community. This slide is just another visual image to provide the identification of the E-1 properties and the E-2 properties within the community. Concern number four: perceived alterations to the community. As highlighted in the visual aids from the previous slides, our request is consistent with established rural residential lots in the area and with the Royal Palm Ranches community in its entirety. Concern number five: the implication of altering longstanding property acreage. Most of the properties were zoned as E-1 prior to the annexation. Rezoning our property will not adversely alter the community's longstanding property acreage. The annexation agreement focused on preserving the rural environment through both E-2 and E-1 designations. Therefore, our proposal aligns with the foundational intent. Verbal concern: If we were allowed to parcel a property, it would make it easier for someone to come and divide the horse farm. We assured the community during the Preservation Board meeting that we would stand with them if a developer tried to turn the horse farm into townhouses or anything that causes a deviation from the current E-Estate district zoning. We believe in and want to aid in the preservation of the Estate district as indicated in the annexation preservation agreement. In an effort of transparency, we visited over thirty homes throughout the neighborhood talking to people so they would understand what we are doing in reference to developing our land. During the Preservation Board meeting I initially stated we garnered support from eleven individuals verbally and sixteen via written support. However, I would like to provide a correction. We received verbal support from nine people and eighteen signatures through petitions and written letters. That total would be nineteen if you count my brother-in-law, Jamel's signature. My husband ended up having the support letters that were missing from our initial count. However, the figures on the slide accurately reflect the written support sent to Jason prior to this meeting for record keeping purposes. Although the majority of the homes we visited were in support of parceling our property, it was evident that the opposition petition contaminated some of our efforts. Some of the individuals who verbally supported us did so after they

already signed the opposition petition and others would not sign for fear of retaliation or causing trouble. The Preservation Board meeting occurred 1 November, 2023 at 6:30. After some deliberation, the Board did agree to ultimately approve our request with five out of five votes. In conclusion, as identified in the presentation, our proposal aligns with the annexation agreement between Cooper City and the Royal Palm Ranches community and maintains consistency with neighboring zoning. Further benefit, it aligns with all City and County regulatory compliance, boosts property values and allows us to build homes in a community we love, intend to be a part of, cherish and aid in its growth and wellbeing. Thank you.

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

Mr. Federici asked an inaudible question regarding the concerns mentioned in the presentation.

Mrs. Lopez said the five concerns that were addressed in my presentation were the concerns written throughout the opposition petition. It covered the history of the Royal Palm Ranches and the annexation agreement and the rural character. They were mainly concerned with the rural character and going from E-2 to E-1. They were afraid that we were going to ruin the rural atmosphere of the community in itself. That was prior to a lot of them realizing that 75% of the houses within the community were E-1.

Mr. Curran asked an inaudible question regarding the selection of this community for their project.

Mrs. Lopez said the main reason why we did pick specifically the Royal Palm Ranches community is because of the community itself. We like the fact that there's horses and goats and chickens and that we would have a community that we can have our kids grow up in. I have a 19-year-old who's going to NSU right now for nursing and she wants to be an anesthesiologist nurse. Right now, we live in Plantation which is close. Cooper City is also close. The school system! I mean you guys know your school system is amazing. Being a military brat and being part of military schools, I want to give the same type of education to my kids. My brother-in-law and sister-in-law have two boys and I have another daughter as well who would benefit from Cooper City schools. My husband and his twin have a dream of living right next to each other forever. What an amazing wife I am, right? To be like, "Yes, let's do this dream and live right next to my in-laws." which I love dearly. I am just pointing out that we're trying to make their dream come true at the same time.

Mr. Lopez introduced himself as Jarel Lopez. He said we lived in Plantation Estate where we had a half acre. We looked for probably ten years waiting for someone to sell their house in our neighborhood and no one sold. So one day my brother called me with his wife and said, "Hey, we found property." It started off as a joke that we could live next door to each other and build a house but that's what we did. That day we made a decision to list our house. We said we are going to buy a property and invest for our kids to come to a city that will be warm and welcome to them so they can grow up there. I grew up moving around from house to house. I moved from Coral Springs to Plantation and went to different elementary schools, and different high schools. I wanted to give my kids something stable, something that they'll grow with friends in their community and they're not bussed in from everywhere else.

Mrs. Lopez said I want to add also that I am twenty minutes closer to work from this location. I work at Homestead Air Reserve Base and that's a drive. That is another benefit.

Mr. Weisberg asked, first of all, who got the bigger lot.

Mrs. Lopez said we do.

Mr. Weisberg asked an inaudible question concerning the lot itself and asked the petitioner to put the slide back up which contained the colored dots showing different lot sizes and locations.

Mrs. Lopez said there is a red square where our lot is located. It's over on the left-hand side.

[Inaudible discussion regarding the PowerPoint slide followed]

Mr. Chockley said to the east they have that ten acre horse barn.

[Inaudible discussion followed]

Mr. Weisberg said I drove out there the other day. He asked if the property just to the south contained two homes.

Mrs. Lopez said yes. It has a mother-in-law house there.

Mr. Weisberg said that he saw the lot when he was there. In the application, one of the things that you say is that the proposed change will enhance the current living conditions in the neighborhood. He asked the applicant to elaborate on that.

Mrs. Lopez said that was added in there only based off of the upkeep that we experienced in our previous community. In the previous community where we lived, it was not as well maintained as the Royal Palm Ranches community. They maintain it really well but that thought process was based off of our previous home. We are very meticulous in maintaining our property. We know that encourages other people to do the same and keep it up. That was really what that was about.

Ms. Brown said I just want to say I think it's great that you guys are choosing to raise your family together. That is very consistent with what Cooper City is all about.

Dr. Barkins asked if there were there any architectural concerns by the people living around you or the Preservation Board

Mrs. Lopez said yes. A member of the Preservation Board did ask me if we would be willing to change our architectural design and I explained to him the reason why. He was referring specifically to the flat roof and that we're very rectangular. I explained that my job is occupational safety and health at Homestead Air Reserve Base. All I think about is safety. No one is a fan of hurricanes. I am not a fan of hurricanes. So for us, we chose the flat roof because we're doing precast construction so that the roof will actually be concrete. This design will also allow one of our rooms in the homes with no windows to be a hurricane safe shelter for us. That is one of the reasons why we chose the flat roof. We also chose it because in our previous home we had a problem with termites a couple times where you have to tent the home. We wanted to avoid that. Also, our last home had a metal roof and we know it is a withstanding roof as far as the years go and we know that a flat roof is also withstanding as far as the years go.

Dr. Barkins said from what I saw on the plans, it doesn't seem to blend into the rural design.

Mrs. Lopez said that is correct. It doesn't blend into a rural design.

Dr. Barkins asked if the Board had a problem with that.

Mrs. Lopez said after we explained the reason why we went with that design, they no longer mentioned it or referenced it again.

[Inaudible discussion]

Mr. Federici said, as far as rural, they have got some really beautiful houses built back there. I am a land guy though. I really do like land. I did drive back there and I do have a few friends back there. Honestly, no offense, it's kind of a mishmash area. You got some big beautiful houses and you got some real not-so-beautiful houses. You want to build some nice homes. One concern I had is you've got an E-2 area where you've got railroad cars parked on it. It is two containers. I'm just not sure how that fits in that area. I am partial to the twin situation because I do have identical twin brothers who do live next door of each other as crazy as it sounds. My big concern is that ten acre parcel. I'm going to be kind of candid with you. I heard a couple of people feel that, your builder I believe, I'm not going to use the word shake down, but yeah, it sounds like he's shaking them down saying that if you don't approve this thing there, there's going to be some issues here. He asked if their builder has anything to do with that ten acres east of you.

Mrs. Lopez said not that I'm aware of.

Mr. Lopez said he doesn't own it. They're still up for sale. It's been up for sale for around ten years.

Mr. Federici said they'd better find a new realtor.

Mr. Lopez said it has been up for sale for ten years. The prices, if you check, it's going up from five to seven million, back and forth. They are still right now where it goes up and down.

Mr. Federici said he had a question for Mr. Chockley. He asked if they could use a loophole & build these homes and have a breezeway in the middle and use one kitchen.

Mr. Chockley said under the E-2 zoning district, you could have one house on that two acres. It would be a loophole because there is an ordinance in their code that says you can only have one kitchen. But if you had a large house with one kitchen, they do meet the definition of single family even though there would be eight of them living in there because they're all related. In our code, the definition of a single family is no more than three unrelated individuals within one house. So if they built a 10,000 square foot house with one kitchen, since they all are of relation that would not be a violation of a single family zoning district. They would only have the one kitchen, so they would meet a single family residence criteria.

Mr. Goulet asked what the Preservation Board is actually preserving. He asked, if it is an area where we're going to have birds and foxes and all kinds of animals, that's one thing, but he asked what the Preservation Board would have to do with this lot.

Mr. Chockley said the Preservation Board was created as a condition of the annexation so that neighborhood and those residents would get a formal recommendation of any rezoning petitions. That Board is supposed to be the sounding board. If they feel like what an applicant is asking for doesn't meet the character or the intent, they could send to Commission a recommendation of denial.

Mr. Goulet asked if they were preserving a neighborhood, not an environment.

Mr. Chockley said that is up to their choosing. They are there to hear all rezoning petitions and make a recommendation which is sent to City Commission. That is their role.

Chair Rouse asked for any other comments or concerns before opening the public hearing.

Mr. Lopez said, in all due respect, when we talk about following the neighborhood, before we purchased the lot, we had ninety days discovery to make sure that we were doing everything correct. We went into the neighborhood. By living in Plantation, they said to make sure you look at what else is built in the neighborhood. We are not the only house that is in there with a flat roof design and I don't think we're the only one that's trying to build a flat roof. We looked around as much as we could to do our due diligence before selling our house and to build a house.

Chairman Rouse opened the public hearing at 7:38 PM.

Ms. Guffey introduced herself as Lois Guffey. She said I live on 35th Street and we have one acre. And I'm sure the gentleman here knows, he says he was here, but there were a lot of people, it felt like old home week. We bought the property in 1979 and it took us five years to pay for the property to be able to build a house on it. So we've lived there since 1984. We've had many, many Christmas parties. I have never met these people until I came November 1st and I just said, "I'm here because I'm for you and I just want to welcome you to the neighborhood." And really, that's what our neighborhood is because we really love people and that's kind of a crazy neighborhood because a lot of those people know each other. I ride my bike in there now that I'm retired. I used to work all the time. A lot of the people that were retired know everybody in the neighborhood. A few blocks away is Dale Oakes. There were about three people that did speak against it. And it was people that more had the two and a half acres and stuff like that. And I can understand that. And the other thing is we have some beautiful homes in there that are painted white and they've got the gray and the new colors of black and everything. I said, "We really need to progress into the future and calm down because the styles, they are changing." And so we need to move to the future and have nice young families with kids and all ages of people in our neighborhood. I'm one of the old farts, but that's it. I'm for it. There were a lot of neighbors here that were for it and only about three spoke up against it. One lady that was against it, she said something and the people yelled out from the audience because I think it had to do with the acreage. And they said, "How many acres do you have?" And of course she only had one acre and she was complaining that they were dividing it into one acre.

Chairman Rouse closed the public hearing at 7:42 PM.

MOTION: TO APPROVE GALA RESIDENCES #Z 8-1-23 MADE BY JAMES CURRAN AND SECONDED BY JIMMY GOULET. THERE WERE ALL AYES ON THE ROLL CALL VOTE. MOTION WAS APPROVED.

5. COMMUNITY DEVELOPMENT REPORT:

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

Mr. Chockley said we have a couple of petitions that will be coming up shortly. I don't think that they'll be before the end of the year. It will probably be January. I've talked to you guys a couple times regarding the Hanson property being built with CC Devco. They're going to their second DRC this Wednesday. Like I was saying, they're probably anticipating a January Planning and Zoning Board. We also have the last outparcel at Cooper City Commons at Sheridan and Pine Island. They're coming in with a site plan for a new Taco Bell. That is getting ready to start the DRC process. I would expect maybe a February or March meeting for that. The Wendy's is getting a remodel out at Cooper City Commons as well. They came in with an administrative approval, not a site plan requirement. So we'll have a brand new Wendy's facade plus this new Taco Bell. You guys frequently ask about the Winn-Dixie. Carlos and I actually walked that last month and met with the owners for the inside of the store. They have put a ton of money on the inside getting it all freshened up. They have new fixtures. They're still working on getting some of the permit and approvals for the refrigeration units with the landlord and finalizing interior plans, but 100% they are moving forward. He was $3 million into this job so far. It is a long time coming due to the complications with equipment, things like that, but they were looking at first quarter of 2024 as their target date. They felt it was too risky to finish up by the end of the year so that is their target date as of now. We do have a couple of new digital marquee signs going in front of both BSO Police and the opposite corner of Sue Ellen Fardelmann Park which will have all of the City advertised meetings and other notifications. Those will be two brand new nice signs going in the next probably month and a half. That concludes my report on current activity and upcoming petitions.

Mr. Federici asked for an update on the Sun Credit Union project.

Mr. Chockley said they are getting ready to resubmit back in due to the change in market and some construction delays with COVID. They did not start construction prior to the site plan expiring. The code does have an 18-month start date to get permits after site plan approval and that time has passed. He will be submitting back in to re-go through that site plan. Overall, it was a great project so I wouldn't suspect there'd be many issues with it. The wild card, which he's vetting now, would be if the drainage district has changed any regulations since his last approval. That could change the dynamic of the site plan. I haven't heard back from him where he is on that and if that will be an issue or not.

6. BOARD MEMBER CONCERNS:

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

There were none.

7. ADJOURNMENT:

Meeting adjourned at 7:46 PM.

CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING

Tuesday, October 24, 2023 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE

Mayor Ross opened the meeting at 6:30 PM and George De Angelo, Commander at Post 321, American Legion led the assembly in the Pledge of Allegiance.

ROLL CALL

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

DECORUM

City Attorney Horowitz read the decorum policy as follows: Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission. Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

CHANGES TO AGENDA/EMERGENCY MATTERS

There were no changes or emergency matters.

PROCLAMATIONS/PRESENTATIONS

1. Green Advisory Board Presentation to the Mayor & Commission - **Public Works/GAB**

Green Advisory Board Vice Chair and Treasurer, Bob Kirschbaum gave a presentation to the Commission. He advised they have maintained for the 40th year the Tree City designation. The Board achieved the Monarchs Pledge for the third year in a row and the Wildlife Habitat for the fifth year in a row. The Tree and Plant Care Workshop was a huge success and they have assisted Waste Management with scholarship opportunities. The butterfly garden at Rock Creek and city parks have signage to educate the public and they also have continued efforts to protect the Florida Owl. The Board has worked with and advised Chen Moore on elements for the Landscape Master Plan.

Commissioner Katzman thanked Mr. Kirschbaum and the Board, he asked if the Green Advisory Board can take on the Landscape Master Plan as it is a major project for the City and the Boards input is important.

Mr. Kirschbaum advised the Green Advisory Board meets the first Thursday of the month at the Pool and Tennis Center in Rock Creek at 6:00 PM.

Mayor Ross thanked the Green Advisory Board for all their work.

2. Mayor Ross presented a Proclamation for Red Ribbon Week to a member of the Young Marines.

3. Commissioner Shrouder presented Detective Darren Rush with a Proclamation for his retirement and longtime service to the City. Commissioner Shrouder thanked Detective Rush for his dedication to the City.

Mayor Ross thanked Detective Darren Rush for his service to the City and wished him a happy retirement.

Detective Rush thanked his wife Laura and the City for the Proclamation. He spoke on his service with the City and the great community Cooper City is. He thanked Sergeant Nick De Giovanni for his leadership and Captain De Giovanni for his caring direction and leadership.

Captain De Giovanni thanked the Commission for the Proclamation and the dedication from an original Cooper City Officer, Detective Rush. He has been key in keeping Cooper City safe and someplace special.

4. Pet Adoption - **Commissioner Mallozzi**

Commissioner Mallozzi advised Grace, a five year old dog is available for adoption by contacting the Humane Society of Broward County at www.humanebroward.com or 954-989-3977 Ext 6.

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns –

George De Angelo, spoke on item 13 and advised the American Legion is a 501c3 organization and would appreciate the street designation name of American Legion Way.

Mayor Ross thanked the American Legion for all their work throughout the community.

Commissioner Shrouder asked to hear item 13.

Consensus was reached to hear item 13.

Siddarth Rama, spoke on his time with the American Legion and what he has learned about the importance of the American Legion and the democratic process.

Alan Cohen advised the American Legion was founded on four basic principles and they have held steadfast to those principles helping the children, youth and the veteran community. The veterans in this room tonight left behind their family and jobs to defend the people they love.

Ray Morell, Vice Commander of Post 321 advised there are 977 legion members at this post alone not including family members. He thanked the Commission for the honor of the renaming of the roadway.

Carlos Herrera, spoke on item 11 and advised the 4% increase for the water rates affects individuals on fixed incomes especially is mother. He also spoke on children riding their bikes dangerously on 90th Avenue.

Jenny Arguinzoni, asked if the American Legion can present a temporary sign at their Veteran's Day Ceremony.

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).

Ordinances on Second Reading | *Public Hearing*

5. **Ordinance 23-22 (Community Development)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 23 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ZONING DISTRICTS;" BY SPECIFICALLY AMENDING ARTICLE V, SECTION 23-82, ENTITLED "ACCESSORY BUILDING;" PROVIDING A FIFTY PERCENT (50%) INCREASE IN THE ALLOWABLE SIZE FOR A SHED; PROVIDING FOR A FIFTY PERCENT (50%) INCREASE IN THE ALLOWABLE SIZE FOR A GAZEBO OR PERGOLA; ESTABLISHING SPECIFICATIONS FOR DETACHED PRIVATE GARAGE REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE" by title.

Mayor Ross opened the public hearing with no one wishing to speak. Mayor Ross closed the public hearing.

MOTION: Commissioner Mallozzi moved to approve Ordinance 23-22. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

CONSENT AGENDA

Minutes

6. October 10, 2023 Regular Commission Meeting Minutes

Motion to Approve

7. Motion to approve an agreement with the Broward County Supervisor of Elections (SOE) for the 2024 Cooper City Municipal Election. - **Administration**
8. Motion to approve and authorize a change order in an amount not to exceed 50,500.30 for Sulphuric Acid Trading Company, Inc. D/B/A SATCO for additional supply of sulfuric acid for water treatment plant. - **Utilities**
9. 2nd Amendment to Professional Procurement Services Agreement – Kirk Buffington – **Finance**

Commissioner Katzman pulled item 7.

MOTION: Commissioner Mallozzi moved to approve the consent agenda with the exception of item 7. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

7. Motion to approve an agreement with the Broward County Supervisor of Elections (SOE) for the 2024 Cooper City Municipal Election. - Administration

Commissioner Katzman has no issue with the agreement itself but he wanted to contact the Supervisor of Elections Office about the Davie/Cooper City Library as it is an unsafe location to conduct Early Voting. He asked his colleagues to join him in writing a letter to the Supervisor of Elections Office stating the facts and asking them to identify a safer option for our voting community and candidates.

Commissioner Green asked Commissioner Katzman if is supporting the agreement. Commissioner Katzman supports the agreement he would like to send the letter along with the agreement with regard to the Early Voting site.

Commissioner Shrouder believes it is unfair that the County Commission requires the municipalities to pay for a county function. He his hesttatiant to produce a letter without a solution. He would support the recommendation if the City Hall or Community Center can be offered as a solution.

Commissioner Mallozzi said she doesn't like the price increase but there is nothing that can be done. She suggested Young at Art. She believes having Early Voting here at City Hall or the Community Center can place a burden on staff, produce parking issues and many issues requiring police response. She agrees the Davie/Cooper City Library is an unsafe location.

Mayor Ross said the Davie/Cooper City Library is unsuitable. He has talked to the Supervisor of Elections Office about both the cost and the Early Voting location and extended an invitation to the Supervisor to a Commission Meeting. He does believe the Commission needs to include a solution with the letter.

Commissioner Katzman said the Supervisor of Elections Office should come up with a solution.

Mayor Ross said he believes the Supervisor of Elections Offices will recommend Nova University.

Commissioner Katzman suggested instead of a letter the City Manager can speak to the Supervisor of Elections Office's about the library location as there has been many accidents and concerns at the Davie/Cooper City Library.

Commissioner Shrouder would rather have the local candidates here in the community. He would prefer the City host the Early Voting Site.

Mayor Ross said it may also bring economic development to the area and he has no issue serving the residents and nonresidents. He supports the City Manager speaking to the Supervisor of Elections Office.

Commissioner Green said his preference would be Community Center. He does not want the residents to travel far.

The Commission reached a consensus on having the City Manager contact the Supervisor of Elections Office about the safety concern of the Davie/Cooper City Library for Early Voting with the option of using either the City Hall Auditorium or the Community Center as a designated Early Voting site.

MOTION: Commissioner Mallozzi moved to approve an agreement with the Broward County Supervisor of Elections (SOE) for the 2024 Cooper City Municipal Election. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

REGULAR AGENDA

10. Motion to approve the City Manager's recommendation of Irwin Williams for the CFO/Finance Director Position

Commissioner Mallozzi advised she met with Mr. Williams over Zoom and supports the recommendation.

MOTION: Commissioner Mallozzi moved to approve the City Manager's recommendation of Irwin Williams for the CFO/Finance Director Position. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

REGULAR RESOLUTIONS

11. **Resolution 23-23 - (Utilities)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING SCHEDULE (A), SCHEDULE (B), AND SCHEDULE (D) OF ORDINANCE NO. 85-10-1, AS AMENDED, RELATING TO MONTHLY WATER RATES, MONTHLY WASTEWATER RATES, AND WATER AND WASTE WATER MISCELLANEOUS CHARGES WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABLITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

Commissioner Green asked if the increase in rates are due to increases in inflation.

Utilities Director Raj Verma spoke on the 4% increase and the CPI index for local areas. The local percentage is 9% but the City is only increasing the rate by 4%. Additionally there will be a 22.32% increase this year to run the water plant and a 24.04% increase to run the wastewater plant. The key increases affecting costs are increases from FP&L, liability insurance, equipment maintenance, chemicals and sludge management. He advised utilities is an enterprise fund it is not paid out of property taxes. The City has been regularly increasing water and sewer rates since 2010. Last year the increase was $7.79 cents for 7000 gallons per month average consumption compared to this year's increase of $3.92. In 2007 a master plan was conducted that indicated Plant number 1 was near its useful life. That plant upgrade will cost near $20 million dollars. The plants have lasted thanks to the employees. The employees have maintained the facilities very well. He said the maintenance needs to be done on the plants.

Commissioner Shrouder said he categorizes expenses. The Commission has lowered the millage rate however, these rate costs are not controlled by the city. Chemicals and equipment costs are at an all-time high. He advised a solution needs determined. He would prefer to lower the millage and increase theses costs. Employees are required to maintain certificates and it is very difficult to find these employees. We will need to develop an infrastructure plan to address these issues.

Commissioner Katzman commended the employees for their hard work at the plants. He does not like to increase costs for residents but if they do not support the increase they will have dire consequences. He asked staff and the City Manager to develop a medium-term and long term plan.

Commissioner Mallozzi said she spoke to Director Verma and the insurance on the three buildings went from $100,000 to $300,000. Grocery store prices have doubled and prices for chemicals have increased dramatically. The master plan from 2007 needs updated to address issues today. She asked the City Manager to look into grants from the federal government for toilets and valves to help residents save.

Director Verma said they do have a master plan update that will be completed next summer. He also advised the water business is heavily regulated both by the State and Federal government so it is crucial to maintain compliance and long term needs.

Mayor Ross said he recognizes the Commission has to pay the rate increases as well. He is shocked that Director Verma didn't raise the rates higher. Mayor Ross said the rate increase is less than last year but we are still maintaining high quality water.

Commissioner Shrouder said he sympathizes with people on a fixed income. He would like to develop a fixed income subsidized rate if possible.

City Manager Eggleston will look into possible programs that are available.

Commissioner Mallozzi spoke on a previous program the City offered.

City Manager Eggleston said the City does offer a few programs already.

Mayor Ross opened the public hearing.

Carlos Herrera, would appreciate a program to help subside the individuals on a fixed income.

Commissioner Shrouder said he would like to look at extending services west after the updates have been made to the plants.

Commissioner Katzman said there are outside organizations that can assist residents including the Area Agency on Aging. He asked that these organizations and resources be compiled and placed on the City website.

Mr. Herrera said he did make the upgrades with the toilets in his mother's home.

Commissioner Mallozzi suggested Mr. Herrera contact Gina Maggio in the Parks and Recreation Department to help assist with his mother's needs.

Commissioner Shrouder asked the City Manager to compile resources that can be given to residents in need.

City Manager Eggleston said he will reach out to Mr. Herrera to follow up.

Mayor Ross closed the public hearing.

MOTION: Commissioner Green moved to approve Resolution 23-23. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

12. **Resolution 23-26 (Commission)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, URGING THE FLORIDA LEGISLATURE TO SPONSOR, SUPPORT, AND ENACT LEGISLATION REQUIRING THE REMOVAL OF OUT-OF-SERVICE UTILITY POLES IN THE PUBLIC RIGHT-OF-WAY AND THE REMOVAL OF OR RELOCATION OF WIRES AND OTHER UNNECESSARY UTILITY INFRASTRUCTURE ATTACHED TO SUCH UNUSED POLES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE " by title. – **Commissioner Mallozzi**

MOTION: Commissioner Shrouder moved to approve Resolution 23-26. Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (5-0)

13. **Resolution 23-28 (Commission)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, CO-DESIGNATING SW 51ST STREET IN COOPER CITY AS "AMERICAN LEGION WAY" IN ACCORDANCE WITH SECTION 25-85(a) OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title. – **Commissioner Mallozzi**

Commissioner Green thanked the American Legion members for their service to this Country and community.

Commissioner Katzman will vote yes in honor and memory for all who have served this country including his grandfather.

Commissioner Mallozzi thanked the Commission and thanked the American Legion for all their work in the community and for this Country.

Mayor Ross learned that the American Legion property was given to the American Legion for $10 dollars and other considerations because Morris Cooper believed in what the Legion does.

MOTION: Commissioner Shrouder moved to approve Resolution 23-28. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

<u>ORDINANCES ON SECOND READING</u> (Public Hearing)

14. **Ordinance 23-23 (Commission)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 12 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "PARKS AND RECREATION;" BY SPECIFICALLY AMENDING ARTICLE III, SECTION 12-45, ENTITLED "NUISANCES AND BEHAVIOR;" PROHIBITING SMOKING AT PUBLIC PARKS WITHIN THE CITY OF COOPER CITY; AMENDING CHAPTER 13

OF THE CITY'S CODE OF ORDINANCE, ENTITLED "PUBLIC SAFETY," BY SPECIFICALLY AMENDING ARTICLE VI, SECTION 13-82, ENTITLED "CITATIONS – OPTIONS OF PERSONS CITED;" PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE" by title. - **Commissioner Katzman**

Mayor Ross thanked the Florida League of Cities and Commissioner Katzman for bringing forth these changes.

Mayor Ross opened the public hearing with no one wishing to speak. Mayor Ross closed the public hearing.

MOTION: Commissioner Katzman moved to approve Ordinance 23-23. Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (5-0)

CITY MANAGER REPORT

15. Transfer of Funds

City Manager Eggleston advised the transfer of funds listed is related to the wastewater and water facilities. He also advised the deadline for the Solid Waste RFP was yesterday and they received several responses and have a talented filled Evaluation Committee filled with staff and industry members. He also advised he will be on vacation from November 17 through the 27 and pursuant to that Charter he is requesting the Commission's approval to name Carlos Vega as the Acting City Manager in his absence

Commissioner Shrouder asked the difference between if the City Manager is no longer with the City or if the City Manager is sick.

City Attorney Horowitz answered our charter only contemplates an Acting Manager in the City Manager's absence however, it does not necessarily define what an absence is. He believes if the City Manager believes he is unavailable and will not be able to serve in his capacity and fulfill his duties and responsibilities under the charter in that situation an Acting Manager should be named. If the City Manager is out of the office for a day yet remains available and able to fulfill those duties and responsibilities he would suggest, even though he's not physically in the building that may not call for an Acting Manager.

City Manager Eggleston said this is standard language however, what is not standard is approval on the dais by the Commission. There may be a better model available such as a resolution for a certain time frame.

Commissioner Shrouder asked the City Manager if he prefers the Commission calls him first or goes directly to the Acting Manager.

City Manager Eggleston said he is always available.

Commissioner Green asked if they are discussing when the City Manager has designated time off and not appointing an Acting Manager during that time.

Commissioner Shrouder was not sure if Mr. Eggleston was just following procedure or if he still wants the Commission to contact him while he is out of office.

City Manager Eggleston said he is reachable. His experience in the past is that he will notify the Commission and they can reach him by telephone and if they cannot reach him in this case they can call Carlos Vega.

Commissioner Katzman said its good practice to have an Acting Manager as they are not allowed to ask employees to do anything.

Commissioner Shrouder wanted to ask to see if there was an opportunity to clean up language.

Commissioner Mallozzi said years ago the previous City Manager had a conversation with the Commission where he dedicated employees. She would like to use that process.

Mayor Ross said people change, not positions.

Commissioner Mallozzi said in the past a person can be named and if it needs changes it can be done.

Mayor Ross said he does not want to call and interrupt the City Managers vacation.

City Attorney Horowitz said the charter requires the City Manager to notify the Commission. The Commission does interpret the Charter. He suggests a resolution where the City Manager can recommend a pool of people.

Consensus was reached for the City Attorney to draft the resolution for a years' time still requiring written notification to the Commission during the absence.

MOTION: Commissioner Mallozzi moved to approve Carlos Vega as Acting City Manager during the City Managers vacation November 17 through the 27th. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

CITY ATTORNEY REPORT

City Attorney Horowitz advised as the Commission is aware, the city is currently engaged in litigation with the Broward Sheriff's Office regarding some disputed pension funds, some number of months ago as the Commission knows, the city filed an amended complaint to add some additional claims for unfunded actuarial liabilities. The Broward Sheriff's Office filed a motion to dismiss. The parties have been working for a period of months to get that set for a hearing. There's currently a hearing now set for November 3, 2023 at 9:00 AM. This will be our first hearing in this matter. He will forward a copy of the motion along with a copy of the city's response to the Commission. There's certainly no obligation for any member of the Commission to attend but he did want to advise the Commission that Mr. Klausner will be there on behalf of the city for that hearing.

Commissioner Shrouder would like to add an offer of judgement to provide a procedural mechanism to require them to pay our attorney's fees if we prevail.

POLICE CHIEF'S REPORT

16. Police Chief's Report

Captain De Giovanni advised this Thursday, October 26th, his team will be at Cooper City Elementary School and Franklin Academy reading to the children for Read for the Record. The Aggressive Driving Operation will commence in November targeting mopeds and golf carts particularly on 90th Avenue. A proactive Code Enforcement sweep will start this week through Sunday, October 28th. The last LPR site pending is up and running and he thanked the Commission for their support. On Friday, October 20th, the LPR's aided in an arrest of a driver that had a warrant out for his arrest. Last week District 16

participated in Pedal it Forward, giving out over 50 bouquets of flowers in partnership with De La Flor Flowers. His team was able to surprise people with a not so abnormal law enforcement interaction, and put a smile on not only the faces of people in our business community but our residents. The Clergy Appreciation Brunch was a great success honoring all local clergy. The Shred-a-thon served over 445 people and 337 cars. His team is ready and increasing staffing for all Halloween events. They have also prepared candy bags for the children.

Commissioner Katzman asked about the two sworn vacancies. Captain De Giovanni advised one Deputy retired today and another Deputy went to the k-9 unit for a promotion. Commissioner Katzman asked Captain De Giovanni to reassure him staffing will not be affected by these vacancies. Captain De Giovanni said contractually the minimum staffing is six a day every day at all times. Commissioner Katzman said the community is impacted a lot by what is happening in Israel he asked how Captain De Giovanni and his team are being proactive. Captain De Giovanni said over the weekend they had some graffiti in Monterra and action was taken. The community has banded together to investigate as best as they can as there were no cameras at the location. He has offered to discuss with Monterra camera installation and tying into the Real Time Crime Center. District 16 is providing extra personnel at services and starting programs to help include more of a law enforcement personnel presence in the community. He encouraged all residents if they see something to say something.

Commissioner Shrouder said we are living in challenging times and so from a policy standpoint he supports funding temporary resources to help the residents feel safe. He is in full support of adding additional resources to support those being impacted.

Mayor Ross said they have learned that the area affected was not covered with proper lighting and cameras.

Commissioner Shrouder clarified he not saying specifically to add additional patrol to that area alone, if additional patrols are needed at the mosques, temples and the churches he is supporting the entire community.

Mayor Ross supports technology as well.

Commissioner Mallozzi said we can increase patrols but activity will still happen after the patrol has passed. She suggested adding additional patrolling.

Commissioner Shrouder said there is a value to having the residents feel safe.

Commissioner Mallozzi supports law enforcement speaking to the houses of worship about lightning and safety measures.

Commissioner Shrouder said he is okay with paying extra to allow for more safety assessments.

Captain de Giovanni said the city has in the current budget provided additional funding for enhanced services. On Saturday he authorized additional staffing in an unmarked capacity to control areas. He’s committed that he will come to the Commission if he needs anything additional.

Commissioner Mallozzi said a resident called her today to speak highly of an officer by her home that was excellent. She would also like to get ahead of holiday crimes. Captain De Giovanni said the Holiday Ops Plan will start in November including enhanced patrols and he will brief her on other plans privately.

Captain De Giovanni also thanked the Commission as he was approved as the Captain three years ago today.

FIRE CHIEF'S REPORT

17. Fire Chief's Report

Chief Harrington said this is Fire Prevention Month and the program will continue through November as the activities are very popular. They will have reached out to close to 800 students at the schools and academy's. There has also been 400 hydrants flushed.

Mayor Ross asked that the longest response time location be added to the report.

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

Commissioner Green thanked Captain De Giovanni and congratulated him on his anniversary as we appreciate him in the community. He also wished Potential Church a happy 45th anniversary and he appreciates their support of the residents.

Commissioner Shrouder advised Friday, October 27th the City will host Boo-Per City at Memorial Park from 6:30 PM to 8:30 PM. The Trick-or-Treat Shop to Shop event will be held on Saturday, October 28th from 10:00 AM to 12:00 PM at the Countryside Shops.

Commissioner Katzman thanked the City for hosting Leadership Broward and Youth Leadership Broward. He also thanked all staff members including Lisa Emrekovic, Jonathan Lopez and City Manager Eggleston for their work on the event.

Commissioner Mallozzi congratulated Potential Church for 45th years. She asked all to please be cognoscente of children in the streets on Tuesday for Halloween and said Cooper City High School is in need of chess sets and asked Mayor Ross if he is aware of any additional sets.

Mayor Ross said the chess sets are owned by the City he is unaware if there are extras and suggested reaching out to the City Manager.

Mayor Ross said Potential Church has always come to the aid of residents including cleaning up parks and helping with hurricane shutters. He congratulated Potential Church on their anniversary and Captain De Giovanni on his third anniversary. He also advised he spoke of the Real Time Crime Center when he was at the White House recently and he appreciates all the efforts from Captain De Giovanni.

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

Cheryl Henderson, spoke on underage drivers on golf carts and she also asked for a community CPR class. Chief Harrington advised they offer two types of CPR classes for the residents.

ADJOURNMENT

The meeting adjourned at 8:55 PM.

The minutes of the Regular Commission Meeting of October 24, 2023 were approved during the Regular City Commission Meeting of November 14, 2023.

Greg Ross, Mayor

Tedra Allen, City Clerk

ADA NOTICE

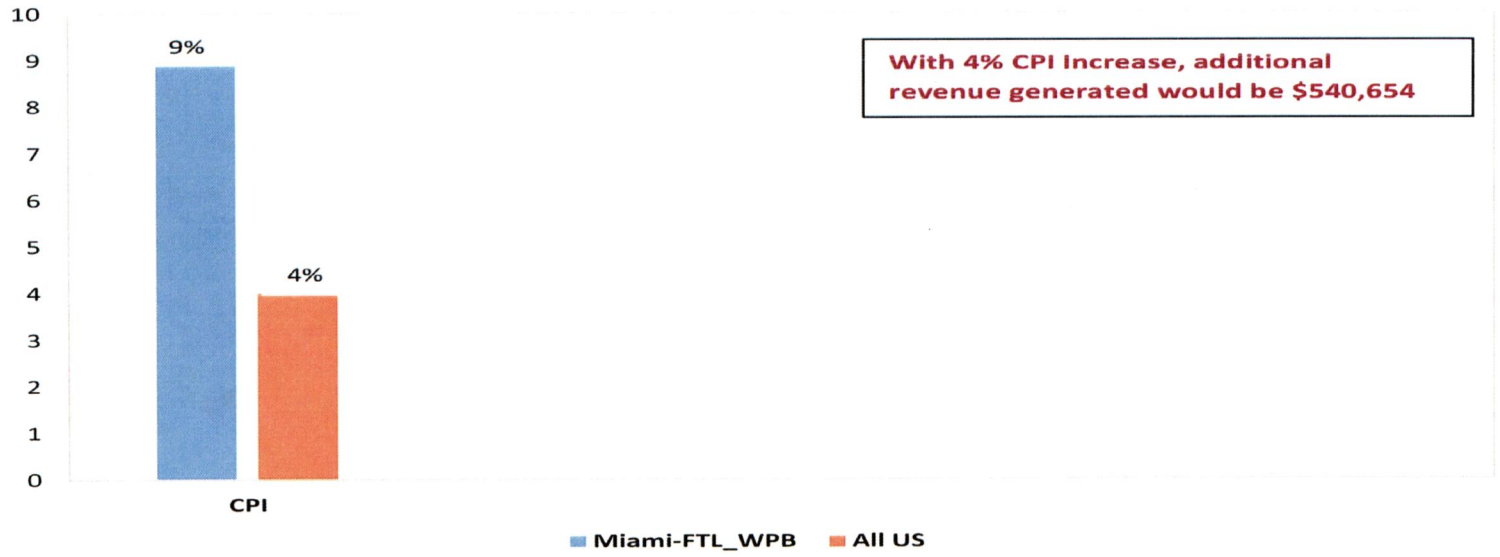
This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later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

DECORUM

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

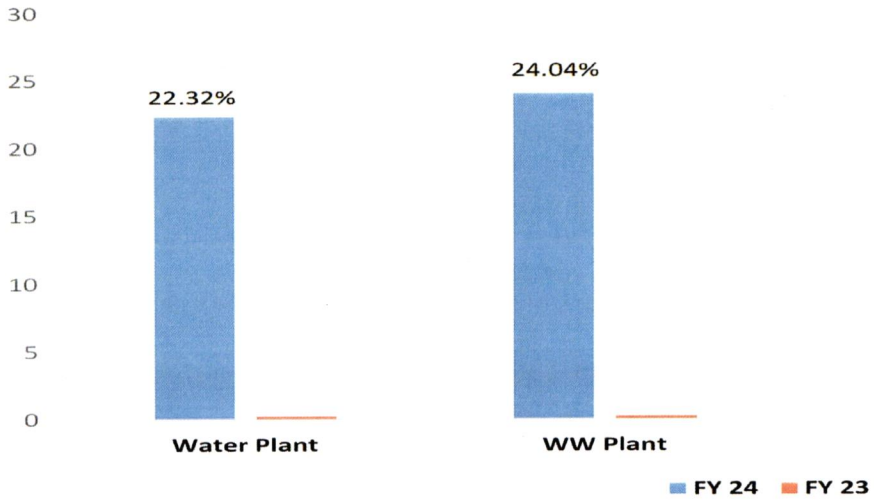
Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the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

Consumer Price Index Comparison



With 4% CPI Increase, additional revenue generated would be $540,654

Operating Cost Increase for Water and Wastewater Plants



KEY INCREASES

- FPL 25%
- Liability Insurance 66%
- Equipment Maintenance 100%
- Chemicals 15%
- Sludge Management 25%

Total Increase for these items alone = approximately $740,000-

SOME KEY ASPECTS OF WATER AND SEWER RATES

- Utilities is an enterprise fund and is not paid out of property taxes. Just like any other commodity you consume, like a loaf of bread, there is a cost of materials and production. Setting water and sewer rates is no different. Once you open the tap to consume water or flush your toilet, you need to pay the cost of production and maintenance.

- Pursuant to Sec. 19-152 of the City Code, City has been regularly increasing water and sewer rates by the same percentage as the All US Consumer Price Index (CPI) since 2010.

- Last year, FY 23 budget, the increase was $7.79 as compared to $3.92 for this year, FY 24 budget, based on average residential consumption of 7,000 gallons per month.

- While setting the rates, the City does not make any profit. It only recovers the cost of production and maintenance of infrastructure plus keeps some reserves as required by sound government accounting standards.

- Typically, the CPI for the Miami-Fort Lauderdale-West Palm Beach metropolitan areas is higher than the All US CPI. Since the cost of conducting business in Cooper City is based on the local CPI, which is higher than All US, there is already a shortfall of funding.

- The City has a little more than $10 million in reserves and out of that approximately $3 million will be used to support capital projects of urgent nature for our utility systems.

- City's utility infrastructure is old and needs major overhaul or complete replacement. This will cost tens of millions of dollars over the coming years, which the City does not currently have.

WEBVTT

1

00:00:00.630 --> 00:00:01.360

Cooper City Hall: I'm sorry.

2

00:00:03.600 --> 00:00:11.290

Cooper City Hall: Good evening, ladies and gentlemen, and welcome to the Coop City Commission meeting October the 20, fourth, 23. Wow! This is really different.

3

00:00:11.400 --> 00:00:14.930

Cooper City Hall: Yeah, this is a lot.

4

00:00:17.730 --> 00:00:19.770

Cooper City Hall: I do it. No, no.

5

00:00:21.840 --> 00:00:24.170

Cooper City Hall: can you? Yeah. She's lowered a little.

6

00:00:24.510 --> 00:00:26.560

Cooper City Hall: Thank everyone. Good right back

7

00:00:29.080 --> 00:00:30.229

Cooper City Hall: that any better.

8

00:00:34.120 --> 00:00:34.940

Cooper City Hall: Thank you

9

00:00:42.030 --> 00:00:47.050

Cooper City Hall: any better? Oh, this is still out there. Okay, testing 1, 2.

10

00:00:48.150 --> 00:00:49.479

Cooper City Hall: It's better. Thank you.

11

00:00:54.200 --> 00:00:56.369

Cooper City Hall: George. Are you here.

12

00:00:56.550 --> 00:01:02.070

Cooper City Hall: George? Where are you, George? Would you do me courtesy. Would you please lead us in the pledge of allegiance?

13

00:01:07.390 --> 00:01:08.060

Cooper City Hall: All the

14

00:01:11.310 --> 00:01:24.229

Cooper City Hall: United States of America? Thank you.

15

00:01:35.990 --> 00:01:39.570

Cooper City Hall: And Jenna. Can I have a roll call Commissioner Malosi.

16

00:01:39.590 --> 00:01:42.950

Cooper City Hall: Commissioner Katzmann. Here Commissioner Schrouter.

17

00:01:44.110 --> 00:01:51.940

Cooper City Hall: Krishna Greene, here Mayor awesome. And I am here we may want to check the TV volume. It may be reverberating.

18

00:01:59.450 --> 00:02:22.190

Cooper City Hall: and in the meantime I'll ask Mr. Horowitz to please. Read the decorum policy. Good evening, Mayor Commission. Thank for the record. The city's decorum policy reads as follows, members of the City Commission, staff, citizens, and others are required to use civil and appropriate language, and addressing the Commissioner and or anyone present at the meeting, and must refrain from using profanity, cursing or exhibiting aggressive or threatening behavior.

19

00:02:22.300 --> 00:02:28.569

Cooper City Hall: All comments should be generally directed to the presiding officer, and not to individual members of the Commission staff or the audience.

20

00:02:28.620 --> 00:02:37.069

Cooper City Hall: No personal verbal attacks toward any individual by either the Commission, staff, citizens or others shall be allowed during any meeting of the city Commission.

21

00:02:37.380 --> 00:03:00.190

Cooper City Hall: any person making impertinent or slanderous remarks, or who otherwise become boisterous while addressing the Commission, or who violate 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. Thank you. Mayor Commission, thank you.

22

00:03:00.780 --> 00:03:08.359

Cooper City Hall: And Mr. City Manager are there or miss, Madam Clerk, are there any changes to the agenda or any emergency matters?

23

00:03:08.390 --> 00:03:09.409

Cooper City Hall: No, sir.

24

00:03:09.480 --> 00:03:13.260

Cooper City Hall: thank you. I don't know if this is a time to change the consent.

25

00:03:13.370 --> 00:03:20.399

Cooper City Hall: No, wait till the consent. Thank you. Appreciate that. We've got some proclamation, so, if you please, join me down at the podium.

26

00:03:31.010 --> 00:03:36.610

Cooper City Hall: Oh, actually don't kill me. Come on back only because the first presentation

27

00:03:36.950 --> 00:03:43.340

Cooper City Hall: is given to us, so we can do it from here doesn't matter

28

00:03:44.570 --> 00:03:46.020

Cooper City Hall: you very much.

29

00:03:49.660 --> 00:03:51.030

Cooper City Hall: Paul crave

30

00:03:51.790 --> 00:03:59.970

Cooper City Hall: he's are you here, Paul? Thank you. Filling in. Thank you very much. Identify yourself, if you would please.

31

00:04:00.580 --> 00:04:07.150

Cooper City Hall: Miras and Commissioners. I'm Bob Kirschmam. I'm here representing the Green Advisory Board

32

00:04:07.840 --> 00:04:15.600

Cooper City Hall: my presence tonight is really to give you a an update on some of the accomplishments and activities

33

00:04:15.740 --> 00:04:16.640

Cooper City Hall: or the

34

00:04:16.970 --> 00:04:20.400

Cooper City Hall: fiscal year that just ended 22 and 23.

35

00:04:21.339 --> 00:04:27.950

Cooper City Hall: I'm getting. I see you've got a lot of people here, probably. Quite a few speakers. So I'm going to be very brief.

36

00:04:28.120 --> 00:04:36.649

Cooper City Hall: I'll do this in bullet form, and if you've got any questions, or would like any more detail on any of these items. I'd be glad to do so.

37

00:04:37.690 --> 00:04:50.529

Cooper City Hall: Firstly, for the fortieth year we have maintained the Tree City, U.S.A. Designation for Cooper City, and we're very proud of that. Got that from the Arbor Day Foundation.

38

00:04:51.330 --> 00:04:56.149

Cooper City Hall: We have completed the mayor's monarch pledge for the third consecutive year.

39

00:04:57.270 --> 00:05:06.440

Cooper City Hall: We have qualified as a community. Yeah. Wildlife habitat, something we work very hard at. We try to bring residents in. That's for the fifth year running.

40

00:05:07.710 --> 00:05:13.389

Cooper City Hall: We just completed our annual tree and plant care workshop.

41

00:05:13.470 --> 00:05:19.140

Cooper City Hall: That was for the 30 first year. Jeanette Warford, who, you all know, is always a

42

00:05:19.270 --> 00:05:23.770

Cooper City Hall: a part of that, and we something that the community looks forward to. Each year

43

00:05:24.640 --> 00:05:33.410

Cooper City Hall: we have again assisted waste management with the present. The evaluation and presentation of scholarships

44

00:05:34.060 --> 00:05:37.990

Cooper City Hall: applied for by high school students in Cooper City.

45

00:05:38.980 --> 00:05:40.079

Cooper City Hall: We have

46

00:05:40.460 --> 00:05:48.370

Cooper City Hall: continued to design, plant and maintain Butterfly Garden at the Pool and tennis center over in Rock Creek.

47

00:05:48.400 --> 00:05:53.099

Cooper City Hall: If you get the opportunity to go by and check that out. We're very proud of that.

48

00:05:54.400 --> 00:06:06.149

Cooper City Hall: We have designed and placed educational signage. We work regularly on in the the butterfly garden that I just mentioned in Rock Creek.

49

00:06:06.200 --> 00:06:11.700

Cooper City Hall: in Jerry Morgan Park, in Flamingo West Park, and we try to keep that Updated.

50

00:06:12.140 --> 00:06:14.050

Cooper City Hall: We've assisted with the

51

00:06:14.320 --> 00:06:19.109

Cooper City Hall: design and development of Butterfly Garden at Cooper City, Elementary.

52

00:06:20.640 --> 00:06:24.240

Cooper City Hall: through Paul Craig, who is our chairperson.

53

00:06:24.460 --> 00:06:27.949

Cooper City Hall: we have continued to observe, protect.

54

00:06:28.080 --> 00:06:34.530

Cooper City Hall: and nurture the Florida borrowing owl through his involvement in Project Perch.

55

00:06:35.810 --> 00:06:44.430

Cooper City Hall: We have worked with and advised Chen Moran associates on relevant parts of the Cooper City landscape master Plan.

56

00:06:45.390 --> 00:06:49.629

Cooper City Hall: and lastly, we've assisted several other Broward county cities

57

00:06:50.360 --> 00:06:57.189

Cooper City Hall: in their green effort we have met with been involved with the cities of sunrise, plantation

58

00:06:57.350 --> 00:06:59.299

Cooper City Hall: and Southwest ranches.

59

00:07:00.050 --> 00:07:05.400

Cooper City Hall: So nutshell we've been busy. We've tried to step up for the city and

60

00:07:05.750 --> 00:07:13.390

Cooper City Hall: keep things going in the way that the green board can. So if if there are any questions or

61

00:07:14.400 --> 00:07:18.310

Cooper City Hall: other input desired. I don't think I have one question.

62

00:07:18.330 --> 00:07:24.229

Cooper City Hall: Yes, Mayor, thank yes, thank you, Mr. Kirschbaum, for all the green advisory boards. Hard work.

63

00:07:24.280 --> 00:07:37.680

Cooper City Hall: you know, I know you guys are really leading in sustainability area. and I appreciate that. You mentioned that you met with Shen more about the beautification plan. They attended one of our meetings and we went over

64

00:07:37.850 --> 00:07:41.000

Cooper City Hall: several sections of the plan, giving our input. Yes.

65

00:07:41.010 --> 00:07:50.779

Cooper City Hall: Okay, great the only thing I wanted to ask, and and I don't know if you can speak on behalf of the Board or bring this back. But I'd really, personally, I'd like to see the board.

66

00:07:50.890 --> 00:07:55.299

Cooper City Hall: To take on the beautification advisory.

67

00:07:55.440 --> 00:08:03.459

Cooper City Hall: And because I think your expertise is very helpful, and also to have 10 residents

68

00:08:03.610 --> 00:08:08.470

Cooper City Hall: giving input throughout this process, because this is a really important process to our city.

69

00:08:08.710 --> 00:08:13.249

Cooper City Hall: I'm hoping the Green Advisory Board is willing to take it on

70

00:08:13.270 --> 00:08:27.359

Cooper City Hall: to, to sort of be the voice of the the residents. Of course we want it. We plan to, and we want to invite all residents to give us input on this beautification plan. I just think it's an added value that you all and expertise you all can provide.

71

00:08:27.580 --> 00:08:28.860

Cooper City Hall: If you're willing.

72

00:08:29.600 --> 00:08:36.970

Cooper City Hall: Well, I it certainly sounds like something we would do. I will bring it to the board at our next meeting, which is

73

00:08:37.210 --> 00:08:38.630

Cooper City Hall: a week from Thursday.

74

00:08:38.720 --> 00:08:50.849

Cooper City Hall: And, by the way, we do meet the first Thursday of every month at the Pool and tennis Centre in Rock Creek. Please feel free. We'd love to see you in there and get some input, so I will bring it to the board at that time.

75

00:08:50.890 --> 00:08:53.780

Cooper City Hall: Thank you very much. Thank you. Any other questions.

76

00:08:53.920 --> 00:09:02.019

Cooper City Hall: And on behalf of the Commission again. Thank you very much for what the green board does has done and will do in the future. Thank you for your support. Thank you.

77

00:09:02.880 --> 00:09:08.480

Cooper City Hall: Moving on. Now we can go down and do the proclamations positive.

78

00:09:08.630 --> 00:09:10.310

Cooper City Hall: Okay.

79

00:09:23.960 --> 00:09:25.650

Cooper City Hall: so.

80

00:09:50.040 --> 00:10:02.500

Cooper City Hall: okay, this one brings me gray pleasure to to give out. This is proclamation is for Detective Darren Rush, he would come on up here. Yeah. Japanese.

81

00:10:03.210 --> 00:10:05.389

Cooper City Hall: Drop the mic.

82

00:10:05.570 --> 00:10:08.279

Cooper City Hall: If the captain and his team will come up to

83

00:10:11.460 --> 00:10:12.550

Cooper City Hall: have a

84

00:10:12.630 --> 00:10:25.410

Cooper City Hall: rest and come up. So any of you guys who are from Cooper City know Officer Rush, that's what he goes by. At least, since time I was a kid, and he is retiring now after, is it?

85

00:10:25.530 --> 00:10:38.070

Cooper City Hall: 25 years, 31 years? Wow! It doesn't look that old. So I'm gonna read this proclamation. Where's Detective Darren Rush began his career at the Cooper City Police Department on August 20, third, 1 92 as a police officer.

86

00:10:38.080 --> 00:10:45.079

Cooper City Hall: And where's Detective Rush began his career. In 1992 Cooper City had a population of 21,000 compared to today of 34,000.

87

00:10:45.400 --> 00:11:04.610

Cooper City Hall: Detective rush has played a vital role in city of Cooper City as a police officer and police detective. His assignments include, during his tenure road patrol officer, field training officer, cadet, academy, advisor, narcotics and Vice detective gang, task force officer, and most recently, as part of our crime suppression team

88

00:11:04.710 --> 00:11:11.160

Cooper City Hall: Detective Rush currently holds a law enforcement certification from the 4 department of Law enforcement and

89

00:11:11.620 --> 00:11:40.180

Cooper City Hall: and his department awards include 25 year honorable service award, 25 year crash free Award. I think I remember a story where they made him around a bicycle at 1 point. Okay, that was in the first 6 years, 30 year longevity award a lifesaving award. Numerous other employee of the month, nominations and accommodations. I think it was even a officer of the year for the Optimist Club several times, and and whatnot

90

00:11:40.440 --> 00:11:43.479

Cooper City Hall: So now, therefore, I,

91

00:11:43.610 --> 00:12:09.020

Cooper City Hall: the younger, more handsome Greg Ross, Mayor Cooper City, and the City of Commission, do hereby recognize Detective Darren Rush for his commitment and dedication to the residents of Cooper City during his distinguished 31 year career, and invite the citizens of Cooper City to join us in extending our greatest wishes for a happy, healthy retirement, and we proclaim, Tuesday, October 20, fourth 2023. Darren rush day.

92

00:12:09.290 --> 00:12:10.610

Cooper City Hall: I think I'm done

93

00:12:11.780 --> 00:12:13.970

Cooper City Hall: so. I'm a I'm a

94

00:12:14.200 --> 00:12:15.679

I'm gonna let the mayor.

95

00:12:17.840 --> 00:12:42.160

Cooper City Hall: these mics. We got her more. Okay. I'm a lot. The mayor say a few things as a criminal defense attorney. He also had the pleasure of working with Detective Darren Rush. I have run from him many times on my bicycle. So. But no detective rush is a is a staple in our community definitely in our law enforcement, and he has been with Cooper City, for you know.

96

00:12:42.220 --> 00:12:48.340

Cooper City Hall: 3 decades, I mean, probably a couple short spends outside the city, but he is a you know.

97

00:12:48.690 --> 00:12:54.439

Cooper City Hall: I don't know what they're gonna do. What? What do you guys into the stats? Now that he's gone we'll see.

98

00:12:55.600 --> 00:13:08.320

Cooper City Hall: And and it's true. I met Detective Rush when I was a criminal defense lawyer way before I was mayor. and I'm being honest with you. To beat him in a case is very difficult, because he's that good.

99

00:13:08.400 --> 00:13:11.180

Cooper City Hall: He is prepared, he tells the truth.

100

00:13:11.700 --> 00:13:13.659

Cooper City Hall: and he serves and protects.

101

00:13:13.890 --> 00:13:19.880

Cooper City Hall: and on behalf of the City commission. I do want to present you with our challenge coin.

102

00:13:20.450 --> 00:13:23.909

Cooper City Hall: It means. yeah, no. Just slide it.

103

00:13:26.390 --> 00:13:31.490

Cooper City Hall: Keep sliding. Hey? Yeah. My nails aren't happening.

104

00:13:31.650 --> 00:13:36.680

Cooper City Hall: Usually he's usually a little funny, so it must be emotional.

105

00:13:37.220 --> 00:13:43.950

Cooper City Hall: and on behalf of the Commission, move on and say, Thank you for what you've done. It is now time to enjoy life

106

00:13:44.740 --> 00:13:47.149

Cooper City Hall: and on personally

107

00:13:47.330 --> 00:13:48.870

Cooper City Hall: they're hell of a guide.

108

00:13:49.310 --> 00:13:50.040

Aye.

109

00:13:59.630 --> 00:14:11.729

Cooper City Hall: thank you. 31 years. Collect your thoughts. Okay, alright.

110

00:14:12.020 --> 00:14:14.760

Cooper City Hall: Oh, he's got notes that's good.

111

00:14:14.990 --> 00:14:16.189

always harder to

112

00:14:17.320 --> 00:14:18.090

Cooper City Hall: Kathy

113

00:14:19.450 --> 00:14:24.949

Cooper City Hall: Pleasant. So what happened over the 30 years ago? That would have Paradise.

114

00:14:25.280 --> 00:14:27.360

Cooper City Hall: It's about 2 min real quick

115

00:14:28.450 --> 00:14:35.760

Cooper City Hall: to begin. I would like to thank my beautiful understanding wife Laura.

116

00:14:36.620 --> 00:14:47.120

Cooper City Hall: for being by my guide, beginning of my career together, sacrificing all those weekends while working overtime, possibly, and single, handily destroying the city's financial budget.

117

00:14:47.440 --> 00:14:57.479

Cooper City Hall: I would like to acknowledge the city manager, mayor, commissioners, and staff for today's proclamation, and it's signing October 20 fourth 2,023 Darren rush day. It is greatly appreciated.

118

00:14:58.140 --> 00:15:20.770

Cooper City Hall: I know the city of Cooper City is dubbed someplace special. Well, it truly is someplace special day, one hurricane, Andrew, 31 years ago I began my career on that day as an energetic and excited straight out of Fsu, 23 years old, who only a few years later bought a house in Rock Creek to raise my young children for the great school system sports and the real family atmosphere.

119

00:15:20.820 --> 00:15:39.370

Cooper City Hall: Since then I've been detached to specialized units and worked in all of the Vsos district, including other city-red agencies that I've seen many war zones and undesirable areas. After seeing what the rest of Broward County had to offer in other districts, I always knew that the golden Ticket was still my home base in Cooper City someplace special.

120

00:15:39.610 --> 00:15:42.130

Cooper City Hall: and knew that I wanted to end my long career here.

121

00:15:42.550 --> 00:15:52.410

Cooper City Hall: In the past I've worked with a few fierce iron, fisted ruled administrators in this district which did not live up to the someplace special mentality and were quickly sent packing.

122

00:15:53.500 --> 00:16:04.759

Cooper City Hall: I also worked in other districts and tolerated many interesting, self-proclaimed crack detectives and deputies. Most of my career I have worked in narcotics and investigation units. I love the hunt, the capture, and the interview process.

123

00:16:04.880 --> 00:16:13.179

Cooper City Hall: the vast personalities of detectives in my recent unit and other deputies in the district enabled me to squeak out an extra year of service.

124

00:16:13.680 --> 00:16:18.740

Cooper City Hall: The job may soon be missed. But the camaraderie will never be replaced or forgotten.

125

00:16:20.510 --> 00:16:38.530

Cooper City Hall: During the years I've survived through a plethora of criminal investigations and crimes. Suppression team sergeants, my latest Sergeant, Nick di Giovanni, right here. has far been the most well rounded, level headed Supervisor, with a great attitude, a true people person with a big heart, and in the end a good friend.

126

00:16:42.120 --> 00:16:46.570

Cooper City Hall: The Administration here in Cooper City still adheres to the open door policy.

127

00:16:46.830 --> 00:16:53.009

Cooper City Hall: Back in, off in the back office, which allows a feel of comfort and not fear or intimidation amongst the troops.

128

00:16:54.930 --> 00:17:08.639

Cooper City Hall: If the request from the troops to the sergeants to the lieutenants were reasonable and possible. Then the wheels were quickly sent into motion to get it done. In addition, this administration, always trying to improve and modernize the police station in a continual effort to run efficiently.

129

00:17:09.710 --> 00:17:15.300

Cooper City Hall: I truly feel that here in Cooper City we have the strongest lieutenants and staff, led by Captain di Giovanni.

130

00:17:15.750 --> 00:17:25.769

Cooper City Hall: an educated, worldly, well-spoken, easygoing family man, who ran a tight knit district without ever raising his voice and always asking and passing, how was your day.

131

00:17:25.790 --> 00:17:29.339

Cooper City Hall: and how is your family. You do not want to lose this guy

132

00:17:31.410 --> 00:17:44.170

Cooper City Hall: working for many different administrations and sergeants. These bosses have shown and proved that it's very possible to leave a productive, cost-efficient, multi-personality district without being an overzealous tyrant. Thank you.

133

00:17:50.550 --> 00:17:53.180

Cooper City Hall: Thank you. On the Wednesday. Thank you absolutely.

134

00:17:55.040 --> 00:17:58.470

Cooper City Hall: And if you please, stay right here.

135

00:17:58.480 --> 00:18:02.770

Cooper City Hall: You wouldn't mind coming

136

00:18:03.460 --> 00:18:04.819

like a child, too.

137

00:18:05.940 --> 00:18:06.690

Mark.

138

00:18:07.270 --> 00:18:09.839

Cooper City Hall: Yeah, it's going off right.

139

00:18:11.850 --> 00:18:14.770

Cooper City Hall: pointed Craig. Brunswick and London

140

00:18:17.470 --> 00:18:18.949

understand what we do.

141

00:18:19.600 --> 00:18:23.559

Cooper City Hall: I don't think I've ever seen him choked up a little bit.

142

00:18:32.450 --> 00:18:34.120

Cooper City Hall: and we have to see 22.

143

00:18:34.380 --> 00:18:35.170

Yeah, we did.

144

00:18:45.890 --> 00:18:48.280

Then. Thank you. Thank you very much.

145

00:18:57.340 --> 00:19:18.519

Cooper City Hall: Firstly, if I could just start off by just greeting Eva. Everyone that's here today, and thank you for your patience. As we honored one of your best one of your original Cooper City police officers, Darren Rush, and to specifically thank the city manager, the mayor, and the Commission for being willing to give us a moment to acknowledge his 31 years over 3 decades of service to this community.

146

00:19:18.530 --> 00:19:48.289

Cooper City Hall: Like, I said. He's an original police officer in Cooper City, and he had a lot of opportunities to go elsewhere and to serve this county in many various capacities and ways, but he chose to serve 30 years. Not many can say that here in Cooper City like, he said. He ventured out for a time, but then realized that Cooper City was the place to be, not just to raise the family, but to ensure that he was part of the mission of keeping someplace special safe

147

00:19:48.330 --> 00:19:50.420

Cooper City Hall: for our future generations. That come.

148

00:19:50.460 --> 00:20:11.240

Cooper City Hall: I think that many of you, just by looking across this room, would understand this, that we have a generation that's coming up that does not see the same value in staying tenored in a place and being loyal and and giving themselves for a long period of their lives. We have a workforce that comes and goes in a matter of a couple of years chasing new opportunities.

149

00:20:11.240 --> 00:20:25.309

Cooper City Hall: So something is to be said when somebody's willing to give 3 decades and more of their life to serve a people to serve a community. And certainly, like, he said, his wife, his children were there, serving alongside them through their support of them.

150

00:20:25.310 --> 00:20:36.009

Cooper City Hall: So thank you for the opportunity to acknowledge that. Thank you, Darren, for all of the great times in 3 years I had an opportunity to know him, and he's gonna be sorely missed.

151

00:20:36.120 --> 00:20:52.150

Cooper City Hall: He has a just a way of brightening up the room and keeping the workplace light and fun. But then, when the time came to work, he knew when to get the job done. And so thank you, Darren, for your sacrifice to this community and thank you to the city Manager and commission for allowing us in our room.

152

00:20:58.600 --> 00:20:59.310

Thank you.

153

00:21:01.140 --> 00:21:03.250

Thank you. gentlemen.

154

00:21:24.270 --> 00:21:26.299

Cooper City Hall: We've got a proclamation tonight.

155

00:21:27.310 --> 00:21:36.239

Cooper City Hall: whereas communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them.

156

00:21:36.330 --> 00:21:39.200

Cooper City Hall: And obviously Darren Rush knows all about that.

157

00:21:39.400 --> 00:21:55.190

Cooper City Hall: And whereas there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the young marines of the ring. 4. Lead to foster a healthy drug, free lifestyles.

158

00:21:55.230 --> 00:22:00.409

Cooper City Hall: and you'll notice that each one of us wearing the red ribbon. It is red Ribbon week.

159

00:22:00.430 --> 00:22:11.669

Cooper City Hall: and we we are declaring as a commission, October 20, third, through 30. First has been designated Nation Red Ribbon Week, which encourages all Americans to wear red ribbon

160

00:22:11.910 --> 00:22:20.540

Cooper City Hall: or red shirt to show their support of a drug free environment signed by me as mayor on behalf of the City Commission today.

161

00:22:20.850 --> 00:22:26.739

Cooper City Hall: the 20 fourth of October 2023, and it will be mailed to them. So thank you very much.

162

00:22:36.890 --> 00:22:38.140

Cooper City Hall: Do that for them

163

00:22:59.250 --> 00:23:09.200

Cooper City Hall: that we tend to not do. Commissioner Melodie. Okay. we have our pet on the Monitor hopefully.

164

00:23:09.670 --> 00:23:21.669

Cooper City Hall: or maybe not. Well, if you can zoom in, you can see we have a great pet. Here, 5 year old Gracie arrived at the Humane Society of Broward County. The clinic staff was not sure that she would survive.

165

00:23:21.670 --> 00:23:42.769

Cooper City Hall: found as a 38 pound stray with scars on her body. Grace was suffering from Pyometra, and infection of the uterus. This can occur in female dogs that are not spayed, and if left untreated, the dog could die. Fortunately for this chocolate coloured beauty, the shelter veterinarians performed emergency surgery, and she pulled through.

166

00:23:42.920 --> 00:23:57.479

Cooper City Hall: Happy grace has gained some weight, and loves to play with her toys. She is gentle, affectionate, and needs a family who will spoil her and give her an amazing home and help her forget about her horrible past. Are you the one for her.

167

00:23:57.830 --> 00:24:04.500

Cooper City Hall: Grace? Excuse me, Grace is lucky enough to be in a volunteer Foster home. You can arrange a meat and greet

168

00:24:04.540 --> 00:24:16.480

Cooper City Hall: and you can go to the Humane Society WWW. Main broward.com. Her adoption fee has been provided for by Jr. Dunjoolers, and

169

00:24:16.510 --> 00:24:19.749

Cooper City Hall: if any one would like to make Grace a part of their home.

170

00:24:19.760 --> 00:24:21.979

Cooper City Hall: she would love it. Thank you

171

00:24:22.510 --> 00:24:31.720

Cooper City Hall: at the risk of going up and down again. I'm notified that we have the members for the red Ribby plaque, so, if you please, join me.

172

00:24:34.170 --> 00:24:35.930

Cooper City Hall: you do like 10 more.

173

00:24:52.910 --> 00:24:54.460

Cooper City Hall: Come on over to.

174

00:25:01.210 --> 00:25:03.059

Cooper City Hall: You've heard it's read the

175

00:25:03.100 --> 00:25:05.040

Cooper City Hall: quite approximation.

176

00:25:05.100 --> 00:25:15.270

Cooper City Hall: and I will PIN that to you. One of the young marines. You're one of the youngest.

177

00:25:20.270 --> 00:25:35.370

Cooper City Hall: So, on on behalf of the young marines, I would like to say, thank you to the city at Cooper City, and I would like to say that the young marines is a nonprofit. 501 c. 3. Young marines, youth, youth, organization for boys and girls, from ages 8 to the completion of high school.

178

00:25:35.400 --> 00:25:41.850

Cooper City Hall: We have over 300 units across the US. And over 10,000 youth and 3,000 adult volunteers

179

00:25:42.380 --> 00:25:57.920

Cooper City Hall: enrolled in our program. The mission of the young marines is to positively impact America's future by providing quality youth development programs for boys and girls that nurtures and develops its members into responsible citizens who enjoy and promote a healthy drug, free lifestyle.

180

00:25:58.380 --> 00:26:13.160

Cooper City Hall: It takes a community, raise children into leaders, and with your support in this proclamation it shows. Our young marines at the city of of Cooper City stands behind them and supports their efforts to spread the word to just say, No, thank you.

181

00:26:17.490 --> 00:26:18.820

Cooper City Hall: and gentlemen.

182

00:26:18.910 --> 00:26:22.860

Cooper City Hall: you are standing in a room full of veterans.

183

00:26:24.380 --> 00:26:27.029

Cooper City Hall: Thank everyone. not it.

184

00:26:32.590 --> 00:26:33.390

Face.

185

00:26:33.680 --> 00:26:35.190

Cooper City Hall: Oh, that's fine.

186

00:26:43.790 --> 00:26:46.399

Cooper City Hall: Thank you very much. Thank you. Thanks. But you

187

00:26:52.010 --> 00:26:53.310

from to select.

188

00:27:08.250 --> 00:27:09.010

There's it

189

00:27:14.550 --> 00:27:15.480

going to.

190

00:27:22.490 --> 00:27:24.500

Cooper City Hall: We've got a host of people

191

00:27:25.100 --> 00:27:26.799

Cooper City Hall: who wishes to speak.

192

00:27:26.950 --> 00:27:32.930

Cooper City Hall: and it is on agenda. Item number 13, first one George'd Angelo.

193

00:27:41.860 --> 00:27:44.530

Cooper City Hall: Good evening, Mayor. Councilmembers.

194

00:27:44.590 --> 00:27:45.910

Cooper City Hall: City manager

195

00:27:46.370 --> 00:27:51.739

Cooper City Hall: my name is Georgia Angela. I'm the commander at the Poll Street 2, one American Legion.

196

00:27:52.110 --> 00:28:03.430

Cooper City Hall: I just want to let you all know that we are a 5 one c. 3. Nonprofit veterans organization. We're not a business. We don't sell anything. We don't make anything.

197

00:28:03.920 --> 00:28:08.389

Cooper City Hall: The members here support the post. That's how we move by donations.

198

00:28:08.730 --> 00:28:17.169

Cooper City Hall: I want to thank you for bringing the resolution on the agenda tonight.

199

00:28:17.230 --> 00:28:24.029

Cooper City Hall: We all feel strong about it, as you could see. It would help the Legion, and our members would feel much. Well, you know. Welcome.

200

00:28:24.440 --> 00:28:38.660

Cooper City Hall: In Florida many are cities that have American Legion way, or American Legion Place in Broward County. There's 7 towns, Pompano Deerfield, I think, Hollywood, but there's 7 right here in Broward county.

201

00:28:38.910 --> 00:28:41.939

Cooper City Hall: and we're all proud of that. And they're proud of that.

202

00:28:42.660 --> 00:28:58.449

Cooper City Hall: that's I. Just. That's all I want to say. I just wanna let you know that. That's what we are. We're not a business. We're a prop nonprofit organization, veteran serving veterans and the children in the community group of city.

203

00:28:58.550 --> 00:29:01.640

Cooper City Hall: Thank you, George, I appreciate that. and

204

00:29:04.720 --> 00:29:08.440

Cooper City Hall: I have a host of other people. But can you hold the signs up one more time?

205

00:29:08.560 --> 00:29:16.800

Cooper City Hall: It says to me, you do ice cream, socials for veterans, army reserve career, fair veterans, day event at post.

206

00:29:16.840 --> 00:29:32.550

Cooper City Hall: Red Cross, mobile blood drive. I am so sorry for those in the back. I can't read them Cuba City High School, JROT. C. Diaper, bank program, holiday meals for military families, school clothing, drive, school supply drive.

207

00:29:32.650 --> 00:29:38.590

Cooper City Hall: Yeah. In the back. You're losing me. So that's okay. You've made your point

208

00:29:39.360 --> 00:29:42.230

social infantry, that the nursing home

209

00:29:42.340 --> 00:29:47.120

Cooper City Hall: and every time so we build them bring the ice cream, Bingo them

210

00:29:47.300 --> 00:29:50.380

and pizza. Go to the notion.

211

00:29:52.960 --> 00:29:55.120

Cooper City Hall: New new flags for

212

00:29:55.450 --> 00:30:06.229

Cooper City Hall: the school. Thank you very much. I thank you, every each and every one of you for what you do individually and as a Legion, having said that, we've got

213

00:30:06.270 --> 00:30:09.370

Cooper City Hall: Siddharth Raman

214

00:30:10.200 --> 00:30:15.599

Cooper City Hall: Mayor, can I just rebull that item I was, I was gonna do it, anyway. And and

215

00:30:15.830 --> 00:30:38.280

Cooper City Hall: matter of fact, if you want to handle it now, number item 13, I'd like to pull that motion to approve. I've got a motion to approve. Do I have a second? I've got a second. Any further discussion. May I, just for the record, read in, read the title Mayor, please for the record. Mayor. Commission, item 13 is resolution 23, dash 28. It's a resolution of the City Commission of the city of Cooper City, Florida, co-designating Southwest

216

00:30:38.280 --> 00:30:45.910

Cooper City Hall: 50 First Street in Cooper City as American Legion way, in accordance with Section 25, minus 85 sub a of the city's code of ordinances.

217

00:30:45.910 --> 00:30:59.609

Cooper City Hall: authorizing and directing the appropriate city officials to take any and all action necessary to effectuate the intent of the resolution body for conflicts provided for severability and fighting for an effective date. Thank you. I've got the motion. I've got a second any further discussion. Commissioner Green.

218

00:31:06.330 --> 00:31:14.200

Cooper City Hall: Commissioner Green. Thank you, Mayor Ross and to all of the folks that are in the audience today, and all of those that may be watching the Commission meeting tonight.

219

00:31:14.220 --> 00:31:19.949

Cooper City Hall: It is such an honor and privilege to have you here, not only in this meeting.

220

00:31:20.060 --> 00:31:24.250

Cooper City Hall: but for the service that you have provided to our country

221

00:31:24.280 --> 00:31:44.339

Cooper City Hall: for your families that have been there for you while you have served this great nation without your service there is no United States of America, but God bless every one of you for your continued service to this country and to this community, and for that I know that this I have a strong suspicion

222

00:31:44.360 --> 00:31:51.840

Cooper City Hall: that the Commission is going to support this unanimously. So thank you, and God bless you! God keep you!

223

00:31:52.250 --> 00:31:54.709

Cooper City Hall: God causes his face to shine upon you.

224

00:32:01.530 --> 00:32:02.890

Cooper City Hall: Convention! A catsman!

225

00:32:04.620 --> 00:32:14.990

Cooper City Hall: I don't know what we can do to thoroughly thank our veterans. We we really can't do enough. But I want to.

226

00:32:15.420 --> 00:32:18.729

Cooper City Hall: I plan to make a gesture tonight by voting. Yes.

227

00:32:18.930 --> 00:32:19.890

Cooper City Hall: Terenu

228

00:32:20.090 --> 00:32:24.549

Cooper City Hall: and the street in honor memory of those who served

229

00:32:24.590 --> 00:32:31.140

Cooper City Hall: our country like my grandfather and many others in this room. So thank you for your service.

230

00:32:31.570 --> 00:32:32.330

Great

231

00:32:34.450 --> 00:32:35.850

Commissioner Melodic

232

00:32:36.510 --> 00:32:44.999

Cooper City Hall: at the last Commission meeting put this on the agenda. I kind of knew it was a slam dunk, so I'm really glad that everybody is in full support of this.

233

00:32:45.180 --> 00:32:49.830

Cooper City Hall: I'm really happy that you're in my city. I appreciate all you do for us.

234

00:32:50.030 --> 00:33:02.860

Cooper City Hall: And I appreciate more than most, because my husband's retired military. So I know what it means when your family member goes away, and you don't know. So thank you for everything that you did, and

235

00:33:03.180 --> 00:33:04.209

Cooper City Hall: we're here for you.

236

00:33:09.330 --> 00:33:13.860

Cooper City Hall: I started the meeting out with one of you. We're your own

237

00:33:13.980 --> 00:33:23.829

Cooper City Hall: George, making the pledge of allegiance and leading us in there pledged. And I want to say that I actually learned something

238

00:33:23.960 --> 00:33:33.270

Cooper City Hall: that I was unaware of. And it was through your emails and texts, and I learned that the American Legion property

239

00:33:33.280 --> 00:33:35.520

Cooper City Hall: was actually given to you

240

00:33:35.570 --> 00:33:46.240

Cooper City Hall: for $10 and other consideration. If you read the deed you'll you'll see it. And and it was because

241

00:33:46.480 --> 00:33:49.460

Cooper City Hall: Morris Cooper believed in what you did.

242

00:33:50.380 --> 00:33:51.350

Cooper City Hall: Thank you.

243

00:33:58.220 --> 00:34:06.500

Cooper City Hall: Call vote Commissioner Melosie. Yes, Commissioner Katzman. Yes, Commissioner Schrouter. Yes, Commissioner Green. Yes, Mayor Ross, it is unanimous.

244

00:34:13.460 --> 00:34:14.170

Thank you.

245

00:34:14.630 --> 00:34:15.970

Cooper City Hall: thanks.

246

00:34:20.600 --> 00:34:21.960

Cooper City Hall: Having said that.

247

00:34:22.449 --> 00:34:28.620

Cooper City Hall: having said that, I still have others who may still wish to speak, Siddharth, Rama.

248

00:34:28.940 --> 00:34:30.950

Thank you for youngness. Absolutely.

249

00:34:31.000 --> 00:34:34.279

Cooper City Hall: Yeah. You're giving that opportunity. Come on up.

250

00:34:45.040 --> 00:34:50.219

Cooper City Hall: Good evening, Commission. I'd just like to speak a little bit about my relationship with the American Legion.

251

00:34:50.460 --> 00:35:01.819

Cooper City Hall: So around December 2022, I was doing some online research on. But I could do over the summer in order to keep myself entertained and productive. And I came across this program which was called Boy State.

252

00:35:01.950 --> 00:35:11.169

Cooper City Hall: There's one of the many youth enrichment programs offered by the American Legion, and this program was special to me because I held an interest in government and politics

253

00:35:11.220 --> 00:35:18.280

Cooper City Hall: and see. But this poll, this program did exactly that. It was a government and politics enrichment program.

254

00:35:18.580 --> 00:35:29.829

Cooper City Hall: From then on I went to the post and interviewed with Alan here to be considered for admission to the program. Now, at that point I had really thought much of the program beyond just a civics enrichment program.

255

00:35:29.950 --> 00:35:48.160

Cooper City Hall: But around June 2023, when the actual program started, I found that it was actually much more than that. He learned a lot more than just the government operations. He learned about the purpose of our government, the purpose of American democracy. Why the values we cherish are so important.

256

00:35:48.430 --> 00:36:16.669

Cooper City Hall: why the your freedom to express yourself, the freedom to participate in elections is so valuable towards the survival of America as a nation, and it was really through this week that I spent with other youth across the State of Florida, coming together in Tallahassee that I learned to gain a greater appreciation of what it makes America so special. And it's that our progressive values, our freedom, our ability for people to participate in this democratic process.

257

00:36:16.810 --> 00:36:24.989

Cooper City Hall: Then the main reason we're able to enjoy these liberties, and the main reason I was able to learn about these liberties is through the work of the people of the American Legion.

258

00:36:25.130 --> 00:36:37.699

Cooper City Hall: Now, these are people who have given their lives towards serving our country and upholding these values, the values. I just talked about the values of freedom and the values of the people to participate in this process that grants them. This freedom.

259

00:36:38.460 --> 00:36:45.120

Cooper City Hall: The American Legion is a group of these individuals who decide to continue serving the community beyond their service.

260

00:36:45.350 --> 00:36:54.930

Cooper City Hall: The American Legion is a way for veterans to continue to give back to the community even after they served several years of their life in the military already doing that.

261

00:36:55.040 --> 00:37:00.740

Cooper City Hall: as I already mentioned, boy stated just one of the several enrichment programs that

262

00:37:00.850 --> 00:37:10.620

Cooper City Hall: American Legion offered towards the the community. You saw them holding up all these signs. The American Legion does so much to help the city of Cooper City and to help America.

263

00:37:10.860 --> 00:37:23.910

Cooper City Hall: They are here to serve the community and serve the the future of this community, the youth I participate in one of their youth enrichment programs. And personally, I can say that my life was completely changed from what I learned at boy State.

264

00:37:24.540 --> 00:37:28.930

Cooper City Hall: The American Legion isn't a business. It's not an entity meant to drive forth profit.

265

00:37:29.110 --> 00:37:33.060

Cooper City Hall: It's a way to veterans, to. It's way for veterans to keep doing what they've been doing.

266

00:37:33.210 --> 00:37:38.249

Cooper City Hall: and that's to serve their country and their community, and as such they deserve recognition.

267

00:37:38.350 --> 00:37:48.580

Cooper City Hall: They they deserve the recognition that they should gain from having the street renamed for all the work, all the work they do to serve their community beyond what they've already done and the service. Thank you.

268

00:37:48.680 --> 00:37:50.330

Cooper City Hall: Thank you.

269

00:37:55.190 --> 00:37:59.169

Cooper City Hall: That's a future leader. That's what we do.

270

00:37:59.190 --> 00:38:02.380

Cooper City Hall: and you do it. Well, Randy Terrell.

271

00:38:05.210 --> 00:38:09.140

Cooper City Hall: I don't want to follow you. I don't blame you.

272

00:38:10.670 --> 00:38:12.050

Cooper City Hall: Alan Gend

273

00:38:13.660 --> 00:38:23.190

Cooper City Hall: Allen Denn. GHE. Oh, my goodness, it is cone my eyesight, not your handwriting.

274

00:38:23.580 --> 00:38:25.780

Hi! Get up the bill.

275

00:38:28.280 --> 00:38:37.899

Cooper City Hall: So I had this whole different thing planned. And thank you very much for throwing it into a tizzy

276

00:38:39.320 --> 00:38:42.460

Cooper City Hall: The the American Legion was founded a hundred 4 years ago.

277

00:38:42.500 --> 00:38:44.600

Cooper City Hall: in Europe.

278

00:38:45.170 --> 00:38:53.850

Cooper City Hall: founded on 4 basic principles. I'm not going to go into them all right now. However, I can tell you that for 104 years. The only thing that has changed

279

00:38:54.040 --> 00:39:04.979

Cooper City Hall: other than the American Legion being a national organization with almost 2 million members is that they have held steadfastly to those principles, not the least of which

280

00:39:05.000 --> 00:39:09.030

Cooper City Hall: are the things that we do for the children and youth of the community.

281

00:39:10.170 --> 00:39:25.270

Cooper City Hall: We do that for the children and youth of the community. But in the greater picture of things the American Legion is a veteran service organization, and we help, and we reach into the veterans to the community at large, we reach into and make ourselves available to the veteran community.

282

00:39:25.560 --> 00:39:43.729

Cooper City Hall: And we do these things because this is what we do. I made a joke out of it, that's what we do. Well, yes, that's what we do. Take a look around me, all the people behind you or behind me, wearing red shirts. Most of them look around the room. Don't look at me. Look at them. A lot of these old guys at 1 point in their life.

283

00:39:44.500 --> 00:39:46.180

Cooper City Hall: That's right. Me, too.

284

00:39:46.960 --> 00:39:57.179

Cooper City Hall: Put their lives on hold. They left their family, they left their jobs, they left their education, they left everything they knew behind

285

00:39:57.260 --> 00:40:17.730

Cooper City Hall: to serve the people of this nation. Those of us who fought in war didn't fight it because we hated the thing. Everything was that was in front of us, but because we loved everything that was behind us, and that's what we do every day we do it every day, every month, every week we raise funds, we have blood drives, we do all the things that these signs showed.

286

00:40:18.190 --> 00:40:28.370

Cooper City Hall: and the young man was right. We are not in a business. He was almost right. We are in the business of helping the veteran community and the community at large.

287

00:40:28.890 --> 00:40:30.220

Cooper City Hall: So I wanted to say.

288

00:40:36.470 --> 00:40:38.449

Cooper City Hall: Thank you, John Kozula.

289

00:40:39.150 --> 00:40:40.360

as if.

290

00:40:40.440 --> 00:40:47.910

Cooper City Hall: okay, I'm gonna yield back my time and thank you all for what you said, and thank for all the red shirts here, and thank you. Your votes tonight.

291

00:40:48.100 --> 00:40:49.330

Cooper City Hall: Thank you.

292

00:40:51.260 --> 00:40:52.930

Cooper City Hall: Carlos Herrera.

293

00:40:57.830 --> 00:41:05.319

Cooper City Hall: that. Okay, let me let me just ask one other question. And Ray Morrell. are you speaking on? Item 13. Please do

294

00:41:06.810 --> 00:41:08.010

Cooper City Hall: thank Carle as you.

295

00:41:10.540 --> 00:41:11.270

Cooper City Hall: Hmm.

296

00:41:12.670 --> 00:41:20.010

Cooper City Hall: Good evening, Mr. And Commissioners. My name is Ray Morrell. I'm the vice commander and the post adjutant for post 3, 21.

297

00:41:20.150 --> 00:41:24.530

Cooper City Hall: As such I am in charge of the membership. and I

298

00:41:24.960 --> 00:41:28.069

Cooper City Hall: brushed and had a very nice speech written out in about

299

00:41:28.200 --> 00:41:33.020

Cooper City Hall: 20 min. Sitting there. Well, I can throw that away. Actually, I think I'm gonna save that

300

00:41:33.620 --> 00:41:43.619

Cooper City Hall: on behalf of the members, we have 507 legionnaire members just at this post we have 200 sons of the American Legion. At this post

301

00:41:43.780 --> 00:41:51.740

Cooper City Hall: we have 230 ladies auxiliary at this post. and we also have 40 legion riders at our post, 977 people.

302

00:41:51.860 --> 00:41:59.069

Cooper City Hall: There are members just next door. There are actually members in that building that's not counting their families, their parents, their grandparents.

303

00:41:59.400 --> 00:42:03.560

Cooper City Hall: Commissioner, you, said Commissioner moosely, the family members

304

00:42:03.630 --> 00:42:07.139

Cooper City Hall: included in that thousands of families in this community.

305

00:42:07.150 --> 00:42:09.659

Cooper City Hall: Our members of this post.

306

00:42:09.750 --> 00:42:22.520

Cooper City Hall: and as the membership chair may I please say thank you so much. This is such an honor, and we are so grateful and thankful that you chose to rename this roadway for us.

307

00:42:22.600 --> 00:42:26.920

Cooper City Hall: So, on behalf of all these members, thank you all very much for having us. If you have a

308

00:42:31.990 --> 00:42:35.370

Cooper City Hall: now we have Carlos Herrera Animalb.

309

00:42:41.240 --> 00:42:53.919

Cooper City Hall: Good afternoon, Mayor. Boards Commissioners. My name is I live in 9 1, 1 6, Southwest 57 Street, Cooper City. Been here for almost 20 years, or be 20 years

310

00:42:53.940 --> 00:42:59.919

Cooper City Hall: I'm here about the agenda 11 about the water increasement.

311

00:43:00.230 --> 00:43:14.369

Cooper City Hall: as we know that. We all know that everything has gone up cost of living, and we also have homeowners. Insurance has gone 100 increase. I think that increasing the water bill

312

00:43:14.530 --> 00:43:17.660

Cooper City Hall: 4%. I think it is. That's what I've heard

313

00:43:17.810 --> 00:43:18.680

Cooper City Hall: that

314

00:43:18.810 --> 00:43:23.630

Cooper City Hall: it's gonna be a little bit of a burden on a lot of people that are fixed income, especially my mom.

315

00:43:23.870 --> 00:43:27.630

Cooper City Hall: that she lives here in Cooper City as well. And

316

00:43:27.780 --> 00:43:33.640

Cooper City Hall: as we all know, that's something that I think you guys should think in consideration. Think about that

317

00:43:33.840 --> 00:43:39.479

Cooper City Hall: the other concern I got quick. Is the children being very

318

00:43:39.710 --> 00:43:42.290

Cooper City Hall: very dangerous on Ninetieth Street.

319

00:43:42.390 --> 00:43:51.329

Cooper City Hall: Doing, papa Willies, I think that we should address that as well. Educate them some. Don't be chicken with the cars out there

320

00:43:51.490 --> 00:43:52.830

Cooper City Hall: and stuff like that.

321

00:43:53.420 --> 00:44:06.349

Cooper City Hall: Appreciate that, thank you. And captain is sitting back there. He's heard it, and we'll action that. Thank you. Anyone else wishing to speak that hasn't spoke yet. Please do. And then, if you would just fill out a form when you're done.

322

00:44:06.450 --> 00:44:09.929

Teacher of the year. Danny.

323

00:44:10.540 --> 00:44:25.719

Cooper City Hall: Hello! Thank you for letting me speak. I just had a question about the renaming of the street. We would like, with your permission, to create a temporary sign, to present to our post at our veterans. Day ceremony is this something we are permitted to do.

324

00:44:26.840 --> 00:44:28.320

Cooper City Hall: Is there, lawyer?

325

00:44:29.850 --> 00:44:44.369

Cooper City Hall: No, ma'am, it would not be presented, be displayed on the street. It would just be something that we would acknowledge we would present to our post as a symbol of the renaming and the process. You've got that, too. Thank you so much.

326

00:44:44.690 --> 00:44:45.530

Cooper City Hall: So

327

00:44:46.230 --> 00:44:51.819

Cooper City Hall: I don't know who purchase the sign, or we get it through the county. Alright.

328

00:44:51.820 --> 00:45:16.650

Cooper City Hall: one of our members is in the company that makes the sign. So if you want us to get that for free for you? No problem. City manager, you guys up so you could join our organization as sons. I know your grandfather, your father, and your father, so you're welcome to join

329

00:45:20.130 --> 00:45:21.539

Cooper City Hall: anyone on virtual.

330

00:45:26.490 --> 00:45:33.560

Cooper City Hall: No, sir. thank you. Then we'll go ahead and close out public comment. Just want to say. Thank you very much, ladies and gentlemen.

331

00:45:34.020 --> 00:45:37.040

Cooper City Hall: for everything.

332

00:45:41.430 --> 00:46:06.850

Cooper City Hall: W. We'll move on to Item Number 5 as Mr. Horowitz to read ordinance 23. Thank you. Mayor. Commission Ordinance 2322 is an ordinance to the city. Cooper City, Florida. Amending chapter 23 of the city's code of ordinances entitled zoning Districts by specifically amending. Article 5, section 2382, entitled Accessory Buildings, providing a 50% increase in the allowable size for a shed fighting a 50% increase in the allowable size for gazebo or pergola.

333

00:46:06.850 --> 00:46:16.920

Cooper City Hall: establishing specifications for detached private garage requirements, fighting for conflicts, codification, fighting for severability and fighting for an effective date. It's a public hearing. Man. Thank you. Do I have a motion

334

00:46:17.390 --> 00:46:20.460

Cooper City Hall: motion back to Ms. Blozy. Second by commission, Green?

335

00:46:21.940 --> 00:46:27.249

Cooper City Hall: Mr. Mayor, can I just ask if if are there lights outside that we can turn on them. They're on a timer.

336

00:46:27.430 --> 00:46:35.279

Cooper City Hall: and I think because of the time change. It's not. I guess that's a question for Tim. But Commissioner Melodie.

337

00:46:35.800 --> 00:46:40.589

Cooper City Hall: I was okay, Commissioner Green. I'm good. So thank you, Commissioner Schroeder.

338

00:46:40.920 --> 00:46:45.970

Cooper City Hall: Commissioner Katzmann. Carlos, you want to say anything.

339

00:46:46.080 --> 00:46:58.440

Cooper City Hall: Thank you all. The hearing public, hearing openly open the hearing to the public in a motion to speak on this item, hearing none close public hearing, call, vote.

340

00:46:58.620 --> 00:47:08.219

Cooper City Hall: Commissioner Melosie. Yes, Commissioner Katzman. Yes, Commissioner Schrouter. Yes, Commissioner Green. Mayor Ross. Yes, move on. Time number 6. Drive a motion.

341

00:47:08.260 --> 00:47:10.490

Cooper City Hall: Mayor. I wanted to pull. Item 7.

342

00:47:11.670 --> 00:47:15.140

Cooper City Hall: It's 6 years old. Yeah.

343

00:47:15.530 --> 00:47:22.830

Cooper City Hall: 6 is consent, the polling 7. It is pulled. So we have 6, 8, 9. Do I have a motion

344

00:47:23.130 --> 00:47:27.249

Cooper City Hall: by Commissioner Melodies, second by Second Commissioner Katzmann.

345

00:47:28.860 --> 00:47:33.669

Cooper City Hall: I heard I got utilized, and I might alternate.

346

00:47:34.300 --> 00:47:52.330

Cooper City Hall: Called Vote Commissioner Melowsy. Yes, Commissioner Kassman. Yes, Commissioner Schrouter. Yes, Commissioner, green. Yes, Mayor Ross. Yes. Now we'll go on to Item number 7. It is a motion to approve an agreement with Breyer County Supervisor of elections for the 2024 City Municipal election

347

00:47:52.330 --> 00:48:07.090

Cooper City Hall: Commissioner. Catsman. Yeah, thank you, Mayor. And I'm fine with the the specific motion. But I did want to bring up to the Commission, and I thought it was relevant to discuss the fact that we've asked. We've been discussing this for years. Well, before I was on the Commission

348

00:48:07.090 --> 00:48:25.790

Cooper City Hall: the early voting location at the Davie Cooper City Library. I find it to be unsafe for residents for voters for any candidates for campaign personnel. Anybody who supports democracy poll workers, etc. It's a traffic

349

00:48:26.040 --> 00:48:30.180

Cooper City Hall: hazard. It's unsafe. I, for

350

00:48:30.690 --> 00:48:50.059

Cooper City Hall: a variety of reasons. I've spoken with the Supervisor of Elections office. I think many of us have, and I think we need to take this to the next level and I'm asking for the Commission to join me in writing a letter to the Supervisor of elections on behalf of the Commission stating these facts and asking them to identify a more.

351

00:48:50.110 --> 00:48:55.479

Cooper City Hall: a safer option for our voting community and our candidates.

352

00:48:57.290 --> 00:49:06.620

Cooper City Hall: Commissioner Green, going in order. I don't have a problem with supporting that Commissioner. Katzmann.

353

00:49:07.550 --> 00:49:22.499

Cooper City Hall: are you? I hope I'm not reading between the lines. Are we? Are you suggesting that we don't support this? No, I hold off on the agreement to to clarify. II said it right at the beginning. I'm I support

354

00:49:22.570 --> 00:49:33.779

Cooper City Hall: paying for for the election, you know, to be on the ballot, but I think it ties into that, and and I'd like to send a letter along with the commitment. No, no, that's fine. I support. Thank you, Commissioner Schrodinger?

355

00:49:34.160 --> 00:49:36.580

Cooper City Hall: I think

356

00:49:36.690 --> 00:49:38.410

Cooper City Hall: with regard to the agreement.

357

00:49:38.470 --> 00:49:44.710

Cooper City Hall: I think it's unfair that the County Commission is requiring municipalities to pay more money

358

00:49:44.750 --> 00:49:47.449

Cooper City Hall: for something that's clearly a county function

359

00:49:48.340 --> 00:49:53.090

Cooper City Hall: I met for years we did not have to be anywhere near this. And then, all of a sudden, now

360

00:49:53.150 --> 00:50:02.170

Cooper City Hall: we're we're getting jacked up with these prices, and it's and it's absurd to think that voting is an accounting function. But with regard to Commissioner Kasman request.

361

00:50:02.230 --> 00:50:11.800

Cooper City Hall: I would just. I'm just hesitant to do that without offering another location. You need a solution. And I mean, I think we know it's 2 weeks.

362

00:50:11.910 --> 00:50:17.349

Cooper City Hall: I don't know why, now, young and arts, I want. I wanted to cooper City like, maybe that's fine.

363

00:50:17.580 --> 00:50:22.620

Cooper City Hall: Well, I'm just how. How about? Why couldn't we allow them to use the chambers here.

364

00:50:22.700 --> 00:50:24.130

building money

365

00:50:24.440 --> 00:50:51.330

Cooper City Hall: I would support, but I would like to give them an option either or

366

00:50:51.520 --> 00:50:56.169

Cooper City Hall: community center there, or here, I think, could handle early voting.

367

00:50:57.040 --> 00:51:04.349

Cooper City Hall: The and I think the community center is being used. I could. No, it's not okay. So it was City Hall

368

00:51:04.680 --> 00:51:18.640

Cooper City Hall: that was being used. No, neither one for early voting for early voting. Excuse me, okay. So I've been out there for early voting. Unsuitable is a nice term to utilize as far as David Cooke City Library. It's being kind.

369

00:51:19.870 --> 00:51:21.149

Cooper City Hall: Did you forget about me?

370

00:51:21.730 --> 00:51:29.820

Cooper City Hall: No, I thought you were talking so what you thought you were? Yeah, no, I thought I thought you did. I honestly thought you did so go ahead.

371

00:51:31.160 --> 00:51:34.110

Cooper City Hall: You're killing me, guys.

372

00:51:34.150 --> 00:51:45.869

Cooper City Hall: so I agree with I don't like the price hike. But I there's not. We're done. There's nothing you can do about it. So I'm fine with that. But the problem

373

00:51:46.900 --> 00:51:59.740

Cooper City Hall: is what they are saying is true if they take that away from us. So now the residents from our city are going to be forced to go and drive a fairly far distance, because I don't see them saying, Oh.

374

00:51:59.760 --> 00:52:01.480

Cooper City Hall: sure, we'll have this here.

375

00:52:01.510 --> 00:52:13.320

Cooper City Hall: The other problem is, you're looking at. I wonder what was it? 2 weeks or a month. I think it was. It was greater than 2 weeks. I'm pretty sure it was. How long we were just doing it. How long is it, Jeremy.

376

00:52:13.620 --> 00:52:15.370

Cooper City Hall: It was 2 weeks long. That's it.

377

00:52:15.390 --> 00:52:27.349

Cooper City Hall: Annihilate you. But

378

00:52:29.090 --> 00:52:37.750

Cooper City Hall: the problem is, I was thinking of young at Art. You think that's too far, and and I understand that. But I was just looking for something that's going to.

379

00:52:37.920 --> 00:52:43.239

Cooper City Hall: It's not a busy area. because this can get insane.

380

00:52:43.350 --> 00:52:50.729

Cooper City Hall: So while I love that you would love to have it here or at the community center. I think that's putting an incredible burden

381

00:52:50.750 --> 00:52:52.319

Cooper City Hall: on staff.

382

00:52:52.770 --> 00:52:59.259

Cooper City Hall: because I can see you're about to fume. But think about it. We don't have a lot of parking.

383

00:52:59.700 --> 00:53:10.959

Cooper City Hall: We don't, and we have more than what they have over there. We also don't have to worry about alligators, I agree. But there's also you're not looking at shade for people to stand. And you're also looking at

384

00:53:11.130 --> 00:53:20.549

Cooper City Hall: on average 30 people, and we had fights in parking lots, and I don't know if I want to bring that to my city I mean, people were brawling. Police were called.

385

00:53:20.790 --> 00:53:29.050

Cooper City Hall: That's not just A one-time occurrence that happens. So now we're inviting that in our parking lot.

386

00:53:29.750 --> 00:53:31.600

Cooper City Hall: I don't II?

387

00:53:32.320 --> 00:53:46.529

Cooper City Hall: So so that's I. I've said it. But that's that's really all. That's the only thing I don't want to. I don't want to have it taken away. I don't have a problem with. We can find another venue.

388

00:53:46.570 --> 00:54:09.719

Cooper City Hall: But I think that even though I hate that venue, I think it's horrible. Parking's horrible. There's there's nothing good about that in any way, shape or form. But I, if we bring that here, we're bringing all of those people all of that that litter, and and I mean that place was every single night was vile, and no one cleaned it up. I was picking up garbage and throwing it away, because I thought it was ridiculous.

389

00:54:10.140 --> 00:54:20.559

Cooper City Hall: and we're then inviting all of that and the entire county. Whoever wants to come here can. It's not just like David Cooper, city voters. This is early voting for everyone in the county.

390

00:54:20.860 --> 00:54:26.539

Cooper City Hall: So I have an issue with that just saying, Thank you. Having stood out there having done it.

391

00:54:27.250 --> 00:54:35.820

Cooper City Hall: It's unsuitable. Having said that watch out. You may get what you wish for. because I have spoken to the Soe

392

00:54:36.190 --> 00:54:38.320

Cooper City Hall: both about the price.

393

00:54:38.470 --> 00:54:42.919

Cooper City Hall: He stood fast in trying to explain

394

00:54:42.950 --> 00:54:47.299

Cooper City Hall: how the guy before him did it. and but women before him did it

395

00:54:47.400 --> 00:54:56.070

Cooper City Hall: at a much reduced cost, and how, when he comes in, he's got to raise it, and he gave no understandable explanation.

396

00:54:56.080 --> 00:55:09.120

Cooper City Hall: and I will invite him again slowly got tricked by the county commission might be let him explain it to us. And and I, that invitation extends

397

00:55:09.290 --> 00:55:10.570

Cooper City Hall: through today.

398

00:55:11.010 --> 00:55:14.529

Cooper City Hall: In addition, without giving a solution.

399

00:55:14.870 --> 00:55:16.570

Cooper City Hall: I hesitate doing that.

400

00:55:17.110 --> 00:55:35.170

Cooper City Hall: So I want to hear what your solution is so I will come back and say that I don't think it's our responsibility to give a solution. However. I think the supervisor elections should come up with a solution. Bear with me for one moment, and I apologize, but

401

00:55:35.370 --> 00:55:43.610

Cooper City Hall: the difficulty is, he will tell you that Nova is underutilized. And so and so that's where he will send

402

00:55:43.730 --> 00:55:44.710

Cooper City Hall: everyone.

403

00:55:45.280 --> 00:55:59.590

Cooper City Hall: and that's not convenient for the remice of cooperation. So my suggestion is, instead of issuing a letter which was my initial instinct. perhaps directing the manager or a representative of the Commission

404

00:55:59.710 --> 00:56:03.840

Cooper City Hall: to initiate a conversation with the Supervisor.

405

00:56:04.120 --> 00:56:09.900

Cooper City Hall: To develop a possible plan, and I know you said you've had a discussion with him about this

406

00:56:10.010 --> 00:56:32.100

Cooper City Hall: I don't think he's listening. I know I've complained about this. I've been a poll watcher. I've complained about it, because when I've seen cars slide into the swale and get totalled because they couldn't get out shroud, I had to tow a car out one time. Yeah, it's it's it's not a safe place to vote. And I think that it. I've heard people

407

00:56:32.100 --> 00:56:42.039

Cooper City Hall: who have gone there and said, I'm never voting again. Correct. That is the absolute worst thing you want to instill in a a voting a voter. So

408

00:56:42.080 --> 00:56:55.900

Cooper City Hall: I personally, I'm happy to be the the person to go, and I guess I can do that on my own, not on behalf of Cooper City, or we can ask the manager to come up with a potential solution for us to have a site in Cooper City. So

409

00:56:56.310 --> 00:57:02.270

Cooper City Hall: yes, it's not. I mean, it's not our responsibility. And yes, it comes with trash. But I would rather

410

00:57:02.440 --> 00:57:03.470

Cooper City Hall: have

411

00:57:03.530 --> 00:57:12.850

Cooper City Hall: the candidates and the politicians running not only, you know, locally, but at large in our community, seeking our residents.

412

00:57:12.900 --> 00:57:21.069

Cooper City Hall: voice and opinion. And if you go, you wanna see where almost all the county white candidates are. They're at Century village, you know, because it's a huge polling polling place.

413

00:57:21.140 --> 00:57:35.429

Cooper City Hall: And yeah, it's I think it comes with disruption and and trash. But one. It's 2 weeks. So we know it has to be at a at a government facility or some type of facility that is not used during the day. Right? Like a commission chambers or a library, can't be at a school.

414

00:57:35.440 --> 00:57:45.489

Cooper City Hall: And yeah, it's gonna it brings some, you know trash. You know, you're gonna have some garbage and stuff. But II think we have the facilities to to do it.

415

00:57:45.670 --> 00:57:51.790

Cooper City Hall: We should consider doing it. It might, can, can convince

416

00:57:52.160 --> 00:57:55.230

Cooper City Hall: some of the staff parking. but

417

00:57:55.390 --> 00:58:03.749

Cooper City Hall: to me. I mean, there's nothing more democratic than the fights and all that stuff. I mean. Some places they shoot, you know. Some countries they shoot candidates, you know

418

00:58:04.250 --> 00:58:27.079

Cooper City Hall: I don't have a problem serving the citizens of Cooper City as well as the others. That will come because they figure city is a smaller, quieter place.

419

00:58:27.270 --> 00:58:32.879

Cooper City Hall: easy to come for early voting. What's the worst? We try it once.

420

00:58:33.050 --> 00:58:51.489

Cooper City Hall: It works fantastic. We've learned something with serving the people. It doesn't work. We can say Thank you. No, thank you. And and parking on the street out here is way safer if they hit the park than parking on the side of the canal over there. Now II would go authorize the city manager to have a

421

00:58:51.830 --> 00:58:59.420

Cooper City Hall: pleasant conversation with the S. But I mean it's not. It's pointless unless we're gonna offer a solution. Then because I think City Hall would be fine, I really do.

422

00:59:00.230 --> 00:59:01.840

Cooper City Hall: I'm okay with that. I mean.

423

00:59:03.060 --> 00:59:07.080

Cooper City Hall: I don't know where Jeff is, Commissioner. Oh, there you are, you! You were hidden.

424

00:59:08.330 --> 00:59:12.409

Cooper City Hall: So if we, if we have the early boating here in in Cooper City that would be great.

425

00:59:12.450 --> 00:59:15.559

Cooper City Hall: you know, my preference would be over at the community center.

426

00:59:15.610 --> 00:59:29.969

Cooper City Hall: But you know, I'd like to. I like the fact that we're providing them with the solution. I don't want us to. I don't want our residents to have to travel. you know, beyond Dave and Cooper City limits quite honestly. So I'm in agreement with

427

00:59:30.010 --> 00:59:43.639

Cooper City Hall: you know. If if the solution, if if it's a a plausible solution for the city, the Supervisor elections, I'm I'm all for it. Okay? And the manager can figure it out. If it's that building, I don't care, either.

428

00:59:44.290 --> 00:59:53.269

Cooper City Hall: You you have your marching orders. Thank you very much moving on to. Oh, yeah. Cold boat. I'm sorry.

429

00:59:53.400 --> 01:00:02.759

Cooper City Hall: Commissioner Melosie. Commissioner Katzmann. Yes, Commissioner Schrouter. Yes, Commissioner Green. Mayor Ross. Yes. moving on to Item Number 10. Do I have them.

430

01:00:03.360 --> 01:00:10.370

Cooper City Hall: Commissioner Melosie? You will move them to approve. Do I have a second second by Commissioner Green Commission?

431

01:00:11.110 --> 01:00:13.620

Cooper City Hall: I had a zoom

432

01:00:13.950 --> 01:00:20.140

Cooper City Hall: with this individual credentials, I thought, were phenomenal. I thought the

433

01:00:20.150 --> 01:00:22.789

Cooper City Hall: disposition I thought the

434

01:00:22.900 --> 01:00:25.840

Cooper City Hall: just everything I

435

01:00:26.400 --> 01:00:33.889

Cooper City Hall: fingers crossed. This is hopefully going to work out, and everybody agrees, and it'll be a good fit for the city. So I'm all for it.

436

01:00:36.360 --> 01:00:39.810

Cooper City Hall: Thank you. Mayor Roth. Second Kerr. Mr. Charlotte.

437

01:00:41.330 --> 01:00:45.569

Cooper City Hall: yeah, I mean, are you? Are you asking us to do anything with this job description, or just putting on there?

438

01:00:48.330 --> 01:00:51.520

Cooper City Hall: Correct? No proposed changes. Kosher Schroeder. Yep, thank you.

439

01:00:53.720 --> 01:00:56.569

Cooper City Hall: You. Good, right commission, Kansas.

440

01:00:56.790 --> 01:00:58.649

Cooper City Hall: I'm good. Call the book

441

01:00:59.510 --> 01:01:09.809

Cooper City Hall: Commissioner Maluzi. Yes, Commissioner Katzmann. Yes, Commissioner Schrouter. Yes, Commissioner Green, Mayor Ross. Yes, and if Mr. Williams is watching congratulations. Okay.

442

01:01:10.020 --> 01:01:12.199

Irwin Williams: thank you. Look forward to working with all of you.

443

01:01:12.270 --> 01:01:15.029

Cooper City Hall: Thank you very much. Didn't know you were there

444

01:01:16.240 --> 01:01:20.149

Cooper City Hall: moving on item number 11, resolution 23. Deskt. 23.

445

01:01:20.640 --> 01:01:43.240

Cooper City Hall: Thank you. Mayor Commission. The items of Resolution city Commission, City, Cooper City, Florida, amending schedule, a schedule B and schedule D. Of ordinance, number 85, 10, dash one, as amended, relating to monthly water rates, monthly wastewater rates and water and wastewater miscellaneous charges within the city, fighting for conflicts, fighting for severability and providing for an effective date. Thank you. Do I have a motion so moved by Commissioner Green, second by

446

01:01:43.840 --> 01:01:48.549

Cooper City Hall: Schrodinger. So a couple of things.

447

01:01:48.730 --> 01:01:50.370

Cooper City Hall: Commissioner Greene.

448

01:01:51.200 --> 01:02:07.029

Cooper City Hall: Thank you, Mayor Ross. And I wanted to. I know I heard the the comments, the statements by Mister Herrera earlier, and certainly that were. That's not lost on us. But if I have a question for Mister Raj.

449

01:02:07.050 --> 01:02:17.979

Cooper City Hall: our utilities director, as if propose, as it pertains to this item. Correct me if I'm wrong, and I'm just looking at it. But, Mr. Raj.

450

01:02:18.010 --> 01:02:21.679

Cooper City Hall: what do you anticipate? I should back that up.

451

01:02:24.040 --> 01:02:29.400

Cooper City Hall: Keep tap dancing while the mic is being turned on.

452

01:02:34.130 --> 01:02:52.449

Cooper City Hall: I know that I know that you're supporting this rate increase as a result of, and I heard what Mister Herrera said in terms of the inflation, people paying more at the pump, people paying more at the, at the at the grocery store, people just paying more in general.

453

01:02:52.660 --> 01:03:01.880

Cooper City Hall: My question that I have for you, sir, is are we paying more to provide that service for our residents?

454

01:03:04.080 --> 01:03:12.080

Cooper City Hall: I know the answer to that question, but I want to make sure that the public understands. The need for what we're doing.

455

01:03:14.030 --> 01:03:14.720

But

456

01:03:15.150 --> 01:03:27.000

Cooper City Hall: good evening, Mayor and Commissioner. I have a very short presentation, you know, for you. So on your screen. I've got 2 charts, the top one

457

01:03:27.300 --> 01:03:34.489

Cooper City Hall: the the orange color bar chart shows the 4% increase that you have in the resolution.

458

01:03:35.010 --> 01:03:46.170

Cooper City Hall: The blue one shows the Cpi index, that is, for our local area that comprises of Miami-dade, Fort Lauderdale, and

459

01:03:46.220 --> 01:03:48.070

Cooper City Hall: and Long Beach County.

460

01:03:48.450 --> 01:03:52.920

Cooper City Hall: As as your utilities director running the plan.

461

01:03:53.190 --> 01:04:06.510

Cooper City Hall: I am disappointed that we are not doing 9%, which is the local percentage. But we are just doing 4%. That is shown in the orange orange bar chart.

462

01:04:06.750 --> 01:04:21.269

Cooper City Hall: and that is because since 2010 we have been providing the the rate increase consistent with all USCP. I. Index, which is in the orange colour bar, which is 4%.

463

01:04:21.350 --> 01:04:28.630

Cooper City Hall: And typically that is lower than the you know, then what we pay for materials and services over here.

464

01:04:29.090 --> 01:04:32.469

Cooper City Hall: the but the the second one the bar chart.

465

01:04:41.270 --> 01:04:43.420

Cooper City Hall: So the second one, the bar chart.

466

01:04:45.610 --> 01:04:49.740

Cooper City Hall: is the blue. The the ones in the blue.

467

01:04:50.710 --> 01:04:57.250

Cooper City Hall: as compared to 23. We are projecting about 22.3 2% increase

468

01:04:57.420 --> 01:05:04.250

Cooper City Hall: to run the water plant. and 24 point O 4%. To run the wastewater plant.

469

01:05:04.650 --> 01:05:11.010

Cooper City Hall: and on their right side. The key increases are FPL. Charges have increased by 25%.

470

01:05:11.090 --> 01:05:14.880

Cooper City Hall: The liability insurance has increased by 66%

471

01:05:14.980 --> 01:05:28.969

Cooper City Hall: equipment maintenance has gone up by 100%. And very recently you approved an emergency expenditure of $150,000 because our equipment had failed for the sludge disposal services.

472

01:05:29.040 --> 01:05:41.050

Cooper City Hall: Then you have got the chemicals that have increased 15% overall, and not too long ago we had to increase the price of sodium hypochlorite from approximately 50 cents

473

01:05:41.110 --> 01:05:43.240

Cooper City Hall: to $1 50 cents.

474

01:05:43.500 --> 01:05:50.290

Cooper City Hall: The sludge management cost has gone up 20. So so just adding these key 5 items.

475

01:05:50.340 --> 01:05:54.440

Cooper City Hall: I am already in a hole of about $200,000,

476

01:05:54.540 --> 01:06:09.019

Cooper City Hall: and if I add all the other aspects, it just makes it $350,000. So it is essentially like running an old car on a highway. And I'm very concerned that if it breaks down we are going to be in trouble.

477

01:06:09.570 --> 01:06:11.219

Cooper City Hall: The next.

478

01:06:14.470 --> 01:06:17.130

Cooper City Hall: The next sheet that you have

479

01:06:17.230 --> 01:06:21.680

Cooper City Hall: is that I'm going to just lay out what Mister Herrera said.

480

01:06:21.850 --> 01:06:28.859

Cooper City Hall: So I'm going to read out says that utilities is an enterprise fund. It is not paid out of property taxes

481

01:06:28.990 --> 01:06:37.440

Cooper City Hall: just like any other commodity commodity you consume like a loaf of bread. There is a cost of materials and production.

482

01:06:37.460 --> 01:06:44.980

Cooper City Hall: Setting water and sewer rates is no different. Once you open the tap to consume water or flush your toilet.

483

01:06:45.100 --> 01:06:53.019

Cooper City Hall: You need to pay the cost of production and maintenance. Pursuant to Section 19, dash 1, 52 of the city code.

484

01:06:53.050 --> 01:07:05.480

Cooper City Hall: The city has been regularly increasing water and sewer rates by the same percentage as the all US. Consumer price index since 2 10. So this is something we have been doing for so long.

485

01:07:05.980 --> 01:07:13.609

Cooper City Hall: Last year, fiscal year 23 budget. The increase was $7 and 79 cents

486

01:07:14.260 --> 01:07:15.160

Cooper City Hall: for

487

01:07:15.400 --> 01:07:26.069

Cooper City Hall: 7,000 gallon per month. Average consumption as compared to $3 and 92 cents for this year's this projected budget. So you can see the shortfall right then and there.

488

01:07:26.490 --> 01:07:39.849

Cooper City Hall: So while setting the rates. The city does not make any profit, it only covers the cost of production and maintenance of infrastructure, plus keeps some reserves as required by the sound government accounting standards.

489

01:07:40.480 --> 01:07:57.509

Cooper City Hall: Typically, as I said before, the Cpi for the Miami, Fort Lauderdale, West Palm Beach metropolitan areas higher than all Uscpi, since the cost of conducting business in Cooper City is based on the local Cpi, which is higher than all us. There is already a shortfall.

490

01:07:58.060 --> 01:08:01.249

Cooper City Hall: The city has a little over 10 million dollars in reserve.

491

01:08:01.330 --> 01:08:13.609

Cooper City Hall: and out of that approximately 3 million will be used to support capital projects of urgent nature. For our utility system. Cities. Infrastructure is old, needs major overhaul

492

01:08:13.690 --> 01:08:15.460

Cooper City Hall: or complete replacement.

493

01:08:15.620 --> 01:08:29.310

Cooper City Hall: This will cost tens of millions of dollars over the coming years which the city does not currently have so just to do, Carrie. I'm going to read you something from the master plan of 2,007.

494

01:09:04.020 --> 01:09:06.500

Cooper City Hall: It says we have got

495

01:09:06.609 --> 01:09:11.970

Cooper City Hall: 3 treatment plans which are package plans most suitable for trailer parks.

496

01:09:12.040 --> 01:09:13.459

Cooper City Hall: But here it says

497

01:09:13.950 --> 01:09:24.689

Cooper City Hall: that in the near term current levels of treatment are sufficient to meet the permit that will expire in April 2,008. Now this is the master plan, done in 2,007.

498

01:09:25.080 --> 01:09:33.810

Cooper City Hall: Plant number one is near the end of useful life that happened in 2,007. We have not done that.

499

01:09:33.920 --> 01:09:45.679

Cooper City Hall: And just the replacement cost in $2,007 has been close to 14 million dollars. So if you take that plant itself

500

01:09:46.149 --> 01:09:48.499

Cooper City Hall: and do a 3% calculation.

501

01:09:48.520 --> 01:09:53.590

Cooper City Hall: you are looking at 20 million dollars, which you don't have, forget about the other 2 plans.

502

01:09:54.430 --> 01:10:05.450

Cooper City Hall: And so so we really have. It is my professional responsibility as your utilities director, to tell you. And I'm going to just say something that when I was hired

503

01:10:05.660 --> 01:10:15.950

Cooper City Hall: I was asked to meet. You know the Commissioners who wanted to just chat with me, and I can see Commissioner, shrouder, smiling at me.

504

01:10:15.970 --> 01:10:20.070

Cooper City Hall: and he had asked, he said, Raj, you know you look good on a resume.

505

01:10:20.150 --> 01:10:25.439

Cooper City Hall: but but I have got a concern, and I have got a concern about the infrastructure.

506

01:10:25.490 --> 01:10:34.540

Cooper City Hall: and I'm not too sure if we have sound infrastructure. And this is the report that clearly gives you a glimpse of what needs to happen.

507

01:10:34.780 --> 01:10:40.310

Cooper City Hall: And it is my. As I said, it is my as your utilities director. It's my professional responsibility

508

01:10:40.430 --> 01:10:45.579

Cooper City Hall: to to let you know what the conditions are. I hope, for the sake of residents.

509

01:10:45.650 --> 01:10:49.889

Cooper City Hall: I'm all wrong. but I can tell you when things they break down

510

01:10:50.050 --> 01:10:54.769

Cooper City Hall: or when we have the emergency conditions and the equipment fail.

511

01:10:54.820 --> 01:11:04.680

Cooper City Hall: then it is our, you know. Then it becomes extremely difficult and thankfully, because of our employees. Your plans have lasted as long as they have.

512

01:11:05.710 --> 01:11:15.009

Cooper City Hall: We are talking about the change of filters, and we had a meeting for the pre-bid meeting to change the filters. Normally their life is about 15 years.

513

01:11:15.150 --> 01:11:20.540

Cooper City Hall: It has been about close to 20 and 30 years that they have lasted, all because the employees have maintained

514

01:11:20.590 --> 01:11:26.079

Cooper City Hall: that system so good, but we were so concerned, and we wanted to give them a tour.

515

01:11:26.100 --> 01:11:51.740

Cooper City Hall: because for 28 years, if you have not turned the bolts and nuts. You don't know how many additional things are going to fall apart. So that is your condition, I hope, as I said, you know, for the sake of the residents. I'm all wrong, but something needs to be done, and we all need to be prepared, you know, to plan ahead, because there's a lot of work to be done, even if we pursue the grant funding. Mostly it is 25 to 50% match.

516

01:11:51.810 --> 01:11:54.610

Cooper City Hall: And even that match we do not have.

517

01:11:54.730 --> 01:12:19.439

Cooper City Hall: So so you, you know, we can talk about 4% is nothing. Even the the 9% is nothing, because all we are doing is we are just putting patches, and I appreciate your presentation. And I certainly hope that that's not lost on not only the residents that are here, but certainly the residents that may be watching their homes.

518

01:12:19.460 --> 01:12:25.810

Cooper City Hall: And for this purpose I am going to be supporting this tonight because it is the right thing to do for our residence.

519

01:12:26.420 --> 01:12:27.350

Cooper City Hall: Thank you.

520

01:12:29.540 --> 01:12:34.550

Cooper City Hall: Commissioner Shawn. Yes. Let me. Sure. You

521

01:12:34.820 --> 01:12:47.719

Cooper City Hall: probably think of government always a reason to increase right. There's always good reason, so to say, but what we, what at least I've tried to do is really take these expenses and categorize them appropriately. So

522

01:12:47.870 --> 01:13:00.299

Cooper City Hall: Although as residents, we think it's from the same pot we have to remember. We have users on this system that don't live in Cooper City. There's members in Davy, South West ranches, there's businesses and everything. So

523

01:13:00.360 --> 01:13:17.499

Cooper City Hall: if we kept these rates the same, we're gonna be subsidizing with property tax money. And this year we lowered the the tax mills rate again for things a fourth year in a row. So it's not. I don't want you to feel like we've just raised everything. We we lowered the one we could.

524

01:13:17.520 --> 01:13:19.470

Cooper City Hall: And we.

525

01:13:19.650 --> 01:13:36.230

Cooper City Hall: or raising this and this is gonna go up again because it's not even catching where it should be. But they made a policy decision to increase off the Cpi. They adopted the wrong Cpi. It really should have been the local Cpi but really we have no control over these

526

01:13:36.660 --> 01:14:02.479

Cooper City Hall: cost like th the we'll see them almost every time of the agenda. Sodium, chloride, and stuff like half these chemicals are are bought from the single source, person or or company. The costs are through the roof. Equipment is through the roof, and you know I hate to be honest, but the honest thing is not only we're gonna have to increase this next year. It's gonna go up whatever the Cpi is to. And eventually we're gonna have to come up with that funding

527

01:14:02.480 --> 01:14:10.329

Cooper City Hall: to rebuild that because we love to say, Group said, Oh, we have great water. Well, we're kind of running out of using

528

01:14:10.480 --> 01:14:17.509

Cooper City Hall: that reputation without having to put replace our infrastructure. Because if you and if we end up in a situation like Fort Lauderdale.

529

01:14:17.520 --> 01:14:28.179

Cooper City Hall: where they have pipes bursting, I mean, the amount of money it costs to go in there and fix those things is is probably more than triple. It's astronomical. So

530

01:14:28.200 --> 01:14:44.050

Cooper City Hall: to the residents. If you look at your tax bill, the millage rate was lowered by us, it might overall be up because the county Commission up. They raised it, you know, and we and I laugh because we take the heat of it, you know, and the School Board raised it. But we actually lowered the millage rate.

531

01:14:44.140 --> 01:14:58.120

Cooper City Hall: and but with the enterprise funds. In my opinion, those things have to stand on their own, because if if they don't stand on their own, then I'll give an example like Archbishop Mccarthy is one of the top 100 users of water in our city. If we're not having the rates

532

01:14:58.340 --> 01:15:02.949

Cooper City Hall: where they're at. Then we're subsidizing from our taxpayer money, and they're not even in the city limits.

533

01:15:02.960 --> 01:15:13.789

Cooper City Hall: So we have to, you know. I mean it does. It's hard, unfortunately for for people who are on a fixed income, but I would prefer my method to lower.

534

01:15:13.840 --> 01:15:17.650

Cooper City Hall: You know the millage rate and increase the water usage rate.

535

01:15:18.340 --> 01:15:27.609

Cooper City Hall: it's hard. These these we have no say over the chemicals. No, say over the things, and then the employees are extremely hard to find, because you have to have these certifications.

536

01:15:27.690 --> 01:15:42.259

Cooper City Hall: And then, as soon as this great resignation happened where people were jumping ship like it's nearly impossible. you know, to fill these spots, especially in Group City, where we're requiring you to have dual dual certifications. So

537

01:15:42.410 --> 01:15:54.160

Cooper City Hall: you know, it's it's really been We've been really lucky with our infrastructure. We got a you know. We're gonna have to start finding. you know, debt service or something to replace them. And

538

01:15:54.400 --> 01:16:02.160

Cooper City Hall: the waste wastewater plant is the same one since we have, since you guys moved since we were kids playing at the lips.

539

01:16:02.330 --> 01:16:06.889

Cooper City Hall: It's the same plant, you know. Nothing's. you know. So we got really lucky.

540

01:16:07.170 --> 01:16:14.720

Cooper City Hall: And we're we're gonna have to prepare to be able to properly fund it. So we don't end up like Raj is former city

541

01:16:15.400 --> 01:16:19.740

Cooper City Hall: for a lot of students. Thank you, Commissioner Katzmann.

542

01:16:21.050 --> 01:16:22.839

Cooper City Hall: Thank you, Mayor. A lot was

543

01:16:23.250 --> 01:16:31.099

Cooper City Hall: said that I was thinking. And it's you know. First of all, I wanna commend our utilities, department and director for

544

01:16:31.630 --> 01:16:36.070

Cooper City Hall: keeping us happy at the highest level of water

545

01:16:36.330 --> 01:16:45.620

Cooper City Hall: to drink and to use in the city. Unfortunately, if we don't make this tough decision, which I don't like making decisions that impact people's

546

01:16:45.710 --> 01:16:55.080

Cooper City Hall: pocketbooks. You know, it impacts all of ours. We're residents. Unfortunately, we're gonna have to pay that bill, too. But if we don't do it, we're gonna have

547

01:16:55.480 --> 01:17:00.729

Cooper City Hall: dire consequences. And I and I don't say that lightly. I mean Commissioner shrouder just alluded to some of them.

548

01:17:00.760 --> 01:17:05.240

Cooper City Hall: this is an enterprise fund. It's a separate bucket.

549

01:17:05.440 --> 01:17:07.700

Cooper City Hall: And I think.

550

01:17:07.900 --> 01:17:15.409

Cooper City Hall: we need to make a tough decision as elected official. That's

551

01:17:15.460 --> 01:17:23.000

Cooper City Hall: it's hard, for it's hard to do this kind of thing, cause II would on this vote I'd much rather be sitting in the crowd and saying, Don't raise my water, Bill.

552

01:17:23.100 --> 01:17:26.230

Cooper City Hall: But I will say that

553

01:17:26.430 --> 01:17:27.910

Cooper City Hall: it's the right thing to do.

554

01:17:28.180 --> 01:17:37.470

Cooper City Hall: And I think we need to really ask our staff and our manager to come up with this a long-term plan because we just heard what could happen. And

555

01:17:37.510 --> 01:17:38.680

Cooper City Hall: I

556

01:17:38.960 --> 01:17:46.070

Cooper City Hall: I think we need to maintain this high level of water for our health and welfare in the city. So I'm asking you to give us a

557

01:17:46.330 --> 01:17:51.179

Cooper City Hall: medium-term, a long-term plan, and and what it's gonna cost and how we're gonna fund it.

558

01:17:51.690 --> 01:17:54.519

Cooper City Hall: Thank you. Thank you.

559

01:17:54.580 --> 01:18:00.500

Cooper City Hall: tough decisions need to. Oh, I'm sorry I have it down. I'm sorry, Commissioner Melosie

560

01:18:01.420 --> 01:18:06.310

Cooper City Hall: fired, saying. When

561

01:18:06.740 --> 01:18:08.190

Cooper City Hall: Rog and I spoke

562

01:18:09.150 --> 01:18:13.260

Cooper City Hall: the insurance for the 3 buildings

563

01:18:13.730 --> 01:18:17.070

Cooper City Hall: went from 100,000 to 300,000.

564

01:18:17.900 --> 01:18:23.110

Cooper City Hall: I mean just that. That thought in and of itself is mind boggling

565

01:18:23.370 --> 01:18:25.520

Cooper City Hall: and I know that

566

01:18:25.910 --> 01:18:30.369

Cooper City Hall: we only have 5 things listed on key increases.

567

01:18:30.810 --> 01:18:41.910

Cooper City Hall: But everybody that's in this room, even though there aren't that many. Everybody in this room knows that I mean just buying bread, butter, milk, eggs. those prices have doubled so.

568

01:18:42.070 --> 01:18:43.990

Cooper City Hall: and I don't know how

569

01:18:44.150 --> 01:18:47.480

Cooper City Hall: many people actually pay attention to our agendas.

570

01:18:47.750 --> 01:19:03.459

Cooper City Hall: But while Raj is a very nice person, and we like seeing him, he is at every single meeting because of cost, overruns, because the supplies that he needs thank you to run the plant have tripled in cost, and when we budgeted

571

01:19:03.560 --> 01:19:06.659

Cooper City Hall: last year for these items. No one knew that.

572

01:19:06.730 --> 01:19:17.049

Cooper City Hall: you know something that was 50 cents was then going to be a dollar 50, which doesn't sound like a lot. But when you're multiplying pounds of this just one chemical.

573

01:19:17.570 --> 01:19:25.569

Cooper City Hall: you're looking at, you know, 30,000 here, 30,000 here, 40,000 here, 15 here and its prices beyond

574

01:19:25.760 --> 01:19:27.190

Cooper City Hall: what we can control.

575

01:19:27.820 --> 01:19:34.630

Cooper City Hall: And every single time I have a staff meeting there's Roche because he has a cost overrun, and it's not his fault.

576

01:19:35.150 --> 01:19:39.890

Cooper City Hall: It's the products that he needs to produce are water and sewer.

577

01:19:41.280 --> 01:19:48.199

Cooper City Hall: So when I see this cost increase, I'm like, okay. So it's more money that comes out of my household. but I also know that

578

01:19:48.660 --> 01:20:00.700

Cooper City Hall: it could have gone higher. He's keeping it on the low side and back in 2,007 when they did that master plan that needs to be updated. Big time.

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01:20:01.330 --> 01:20:05.640

Cooper City Hall: I remember I don't remember how many years ago.

580

01:20:06.120 --> 01:20:10.199

Cooper City Hall: but in that time maybe 2,010 give or take.

581

01:20:10.440 --> 01:20:30.430

Cooper City Hall: They had a pipe that burst on Ninetieth Avenue that they were not expecting, and that was when the city was. They were redoing all the underground pipes. But it was, you know, here, here, here, here, here, here, here! They didn't get to everything at once. This one pipe on Ninetieth Avenue burst, and that was 3 and a half times what it cost us to schedule it

582

01:20:30.450 --> 01:20:37.259

Cooper City Hall: not including all the additional inconvenience, etc., etc. Then they also had a pipe that burst

583

01:20:37.660 --> 01:20:44.109

Cooper City Hall: off a palm by the summertime entrance over there that no one was expecting.

584

01:20:44.410 --> 01:20:55.620

Cooper City Hall: and again it was 3 and a half times, and then the then utilities director was like what the heck and he goes. I have to pay my men overtime. I have to do this, that so

585

01:20:56.790 --> 01:21:00.450

Cooper City Hall: again. because we were smart

586

01:21:00.490 --> 01:21:05.100

Cooper City Hall: and we were proactive in replacing everything that we can.

587

01:21:05.130 --> 01:21:20.469

Cooper City Hall: We saved money. We did have those those 2 that were issues. But there would have been a lot more after storms. How many of our neighboring cities had boiled water? And there's papers would. I'm I'm old fashioned. Knock on wood. We did not.

588

01:21:20.640 --> 01:21:21.550

Cooper City Hall: so

589

01:21:22.130 --> 01:21:33.469

Cooper City Hall: I understand I am supporting it, and I appreciate you doing everything you can to keep it low. And one thing I want to ask, I believe.

590

01:21:33.550 --> 01:21:38.869

Cooper City Hall: Mister City Manager, I don't have it in front of me. I was looking forward a few minutes ago.

591

01:21:39.040 --> 01:21:44.169

Cooper City Hall: I remember forwarding you a while ago, something with grants

592

01:21:44.320 --> 01:21:50.850

Cooper City Hall: that the Federal Government was supplementing with. And maybe you know, Raj with

593

01:21:51.150 --> 01:22:12.720

Cooper City Hall: toilets and and and valves, and and for to save water, do you? I'm pretty sure I sent it to both of you. Do you remember what I'm talking about. Yes, Commissioner, and I'm going to, you know, once you've finished, I'm going to just give you a very quick update on the master plan that you talked about. Okay. So if we could, because people are on a budget they would like to save wherever they can

594

01:22:12.740 --> 01:22:33.760

Cooper City Hall: the grants that I had again. I don't have it in front of me. I couldn't find it, but I know that I sent it to you. The Grants that I sent to you. They were giving. Toilet log, you know, energy toilets, and and all sorts of different things to save water, and they were. They were either giving them for free or giving it at a at a steep discount. And it was a Federal.

595

01:22:33.900 --> 01:22:44.590

Cooper City Hall: some sort of Federal grant. So maybe we can promote that to our residents, while I do have to raise your rates. Maybe if they can get a free toilet it might save them the cost

596

01:22:44.850 --> 01:22:45.920

Cooper City Hall: of that.

597

01:22:47.060 --> 01:22:59.450

Cooper City Hall: Thank you. Yeah. but you had something you had. Yeah, yeah, what I was going to say that you know we are. And you know I've discussed with the city manager at length. and we do have the plan like what Commissioner Kassman was saying.

598

01:22:59.700 --> 01:23:10.280

Cooper City Hall: The the master plan is going to be updated. We are hoping to get it sometime in in June, July. I had a discussion this morning, and they are going to be working on

599

01:23:10.280 --> 01:23:35.629

Cooper City Hall: the the future projects, and we are going to have some estimate of the cost. You know what it is going to cost us, and we are going to prioritize it, and we are going to pursue grand funding to reduce our exposure. But even if we do pursue the grand funding, it is going to be still lot of money, millions of dollars that we would have to start planning for those people who are not here, and they heard or or they're tuned in.

600

01:23:35.890 --> 01:23:57.810

Cooper City Hall: they have to understand that this business is is heavily regulated both by the State and the Federal Government. We have to meet the standards. and if we fail to meet the standards, then they can come and force us to meet those standards, and a consent, order or a consent. Decree is a very bad word, but they can force it if we fail

601

01:23:57.810 --> 01:24:18.459

Cooper City Hall: to maintain those standards. So it is a very regulated business. Again, being cities, we don't make profit, but we have to make sure that we are in compliance, and look at the long term needs

not immediate fixes, such that we leave a good system that is working, but it is going to be little painful for us, but that is the right thing to do.

602

01:24:18.460 --> 01:24:29.450

Cooper City Hall: and, as I said before, and I am repeating myself, I wish I am wrong, but you have long ways to go to make sure that you are in compliance with the changing standards.

603

01:24:29.600 --> 01:24:33.990

Cooper City Hall: Thank you, Raj. I recognize

604

01:24:34.470 --> 01:24:35.900

Cooper City Hall: that we up here

605

01:24:36.040 --> 01:24:38.869

Cooper City Hall: have to change our rates.

606

01:24:38.950 --> 01:24:49.130

Cooper City Hall: We're part of it. We don't get free water. We don't get free anything. We're going to pay it just as you are. I'm actually shocked at you

607

01:24:49.470 --> 01:24:54.269

Cooper City Hall: that you did not go up to 6% which would equate

608

01:24:54.290 --> 01:24:58.839

Cooper City Hall: to maintaining that 740,000 increase

609

01:24:58.960 --> 01:25:07.179

Cooper City Hall: because it, roughly speaking, it's about 110,000 for one. Why didn't we do that? I don't know. Cause I thought we passed that ordinance that

610

01:25:07.470 --> 01:25:09.320

Cooper City Hall: changed us to go to the

611

01:25:10.400 --> 01:25:12.270

Cooper City Hall: to the local Cpi.

612

01:25:12.590 --> 01:25:27.159

Cooper City Hall: Well, we attorney would have said Raj, you can't break the code, you know. That's in the code. So just fearful of the fact, and that not trying to change it, you know so quickly, without giving the opportunity to the Commission to weigh in.

613

01:25:27.190 --> 01:25:39.439

Cooper City Hall: We have made the amendments to the, to the ordinance, but it is essentially we are just following what the code says. and way the way I'm looking at it. Is you actually cut the rate

614

01:25:39.620 --> 01:25:40.790

Cooper City Hall: increase

615

01:25:40.880 --> 01:25:44.889

Cooper City Hall: by 50% of what we did last year? Approximate? Yes, sir.

616

01:25:45.210 --> 01:25:46.669

Cooper City Hall: yeah. And and yet

617

01:25:46.710 --> 01:25:51.500

Cooper City Hall: you still maintain the quality of water that we are accustomed to.

618

01:25:52.640 --> 01:26:03.869

Cooper City Hall: I will keep my fingers crossed because you're talking to a guy who has 188,000 miles on his car, and I pay a lot more to maintain it. But I think it's worth it. Yeah. And that's what you're doing. So

619

01:26:03.870 --> 01:26:22.919

Cooper City Hall: you and your team have done a wonderful job. I thank you. Thank you. I can't argue with a 4% increase. I couldn't argue with the 6% increase. No, II I agree. But I had a question. I mean, I sympathize for people with the people who are on fixed budgets or incomes, and I wonder if it was, would be permissible

620

01:26:23.320 --> 01:26:26.099

Cooper City Hall: for us to create

621

01:26:26.540 --> 01:26:29.340

Cooper City Hall: some type of yeah, I don't know if it

622

01:26:30.040 --> 01:26:50.029

Cooper City Hall: $50,000, or whatever would cost us. If you're say you're a senior, and you're on a fixed income, and you're only using the lowest category whatever. If we would be able to let them apply for like a subsidized rate. Obviously we couldn't. I know you can't subsidize from within the other users, but maybe we could use.

623

01:26:50.070 --> 01:26:54.589

Cooper City Hall: so we can't. The law doesn't allow us to make the other users pay, but we could take

624

01:26:54.730 --> 01:26:56.560

Cooper City Hall: general fund tax money.

625

01:26:56.870 --> 01:26:59.590

Cooper City Hall: you know, property taxes, so to say

626

01:26:59.690 --> 01:27:14.389

Cooper City Hall: and apply maybe a fifth. I don't know. I don't know if you ran the numbers, how many you'd have where you know you'd have to be, you know, under the guideline poverty guidelines, you know, fixed period, right? I don't know if if there are programs out there like that or not.

627

01:27:14.720 --> 01:27:20.199

Cooper City Hall: I think we can directly just look into that and come back to us

628

01:27:20.830 --> 01:27:25.060

Cooper City Hall: because the presumably we make more with

629

01:27:25.560 --> 01:27:32.949

Cooper City Hall: raises. But if you're on a fixed income question. Years ago we used to have the utility

630

01:27:33.610 --> 01:27:43.449

Cooper City Hall: fund where residents that could not pay their utility bill, their their past due utility bills they would get. It was only once a year they could get a

631

01:27:43.590 --> 01:27:45.750

Cooper City Hall: they could apply

632

01:27:45.900 --> 01:27:46.900

Cooper City Hall: for

633

01:27:48.370 --> 01:28:14.249

Cooper City Hall: on the fund that we provided money for to pay their their water bills. Is that something that we currently have? Now, do we have anything like that anymore? There are several programs that we do offer presently. Certainly can gather some of that information up and just share it with the Mayor

and Commission on on what we currently offer, because there are several cause. That might be something that we could also, you know, put out there to help residents that this might

634

01:28:14.520 --> 01:28:16.270

Cooper City Hall: effect

635

01:28:16.410 --> 01:28:23.810

Cooper City Hall: alright, we're gonna open the meeting to public hearing, and one wishing to speak on this issue again. go right ahead.

636

01:28:32.300 --> 01:28:42.610

Cooper City Hall: Good evening again. Carlos Aurora. 9, 1, 1, 6, office, 50, s street. I appreciate his, you know, explaining what's going on.

637

01:28:42.640 --> 01:28:49.670

Cooper City Hall: and like everything else, you know, like I explained to you, my mom is in a fixed income. She only makes $18,000 on social security.

638

01:28:49.770 --> 01:28:54.020

Cooper City Hall: You know. It would be nice to find something that will be comparable for her.

639

01:28:54.090 --> 01:29:15.319

Cooper City Hall: you know, to help out the offset a little bit on that, you know. On that situation. I understand that we've been here. Melos. Been with me here for 20 something years. We we met each

other, and etc. So I understand the the equipment, and everything is, you know, beginning to. It's life expenditure.

640

01:29:15.320 --> 01:29:28.230

Cooper City Hall: and, like everything else, everything wears off. But I know the cost of like the sulfur and everything else. Yeah, it's right now, inflated so much like everything else. But we know that it's right now it's Skyrocket. But, like, you know, we all know that once it's up

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01:29:28.520 --> 01:29:45.040

Cooper City Hall: and those chemicals and everything start coming down, the rate doesn't come down, it stays the same, or even goes higher. That's my concern. Like everything else like fp, nl, we know it goes up and we fight, fight, fight and and never comes down. They say they're gonna do solar panels and this and that.

642

01:29:45.050 --> 01:29:55.209

Cooper City Hall: and doesn't happen. You know, it still keeps on rising. And that's what I'm worried about that. Like me, I work for the government as well. My salary has not gone up in 10 years.

643

01:29:55.240 --> 01:30:02.539

Cooper City Hall: We get a 4%. And it goes straight to insurance like everything else. So that's why I, you know.

644

01:30:02.590 --> 01:30:18.450

Cooper City Hall: ask. But if we got, do we gotta do. If you guys agree on it, you know. Get a raise it? Oh, well, you know. But if we could find something to come, you know, help the people that are fixed income in Cooper City, or retired that live, you know, very under check by check, or

645

01:30:18.490 --> 01:30:38.259

Cooper City Hall: whatever it is, you know, will be appreciated, and honestly, the users for many years. We didn't allow non, we didn't extend our services outside the city limits, and that changed like 4 years ago, because when we we do extend outside the city limits for a lot of charge. Is it 20 or 25 up to 25 more? So I don't

646

01:30:38.380 --> 01:30:41.880

Cooper City Hall: not to say make a profit. But those non users.

647

01:30:42.230 --> 01:30:52.990

Cooper City Hall: you know, it benefits us. So if our system was squared away, I would love to be able to head west where they don't have water and add them on because they're.

648

01:30:53.000 --> 01:31:01.109

Cooper City Hall: you know, the sunrise pretty much provides water for a lot of people, and that's a really well Run Enterprise Fund, but we

649

01:31:01.180 --> 01:31:03.260

Cooper City Hall: just recently changed that.

650

01:31:03.420 --> 01:31:17.420

Cooper City Hall: and we probably not only had to change the policy, but we also probably have to have the infrastructure to be able to do that and supply the water and and do that. So I think hopefully, the long term goal is to try to make that somewhat of a business.

651

01:31:18.150 --> 01:31:22.150

Cooper City Hall: I don't know if that's the right word to to subsidize that. But

652

01:31:22.250 --> 01:31:29.540

Cooper City Hall: you know right now it's like and trust me. Raj is one of the only directors where, when his things come, I don't.

653

01:31:30.070 --> 01:31:37.099

Cooper City Hall: you know, scrutinize him as much, because if they made it through him he's very good conservative, our money.

654

01:31:37.430 --> 01:31:41.909

Cooper City Hall: and it's just kind of crazy, these, the chemicals and these different things. And

655

01:31:42.200 --> 01:31:44.570

Cooper City Hall: you know this kind of heavier barrel

656

01:31:44.770 --> 01:32:00.339

Cooper City Hall: approval. It's a good word to describe them. Commission attachment. Thanks, man, I'll be brief. I just wanted to let you know. There are outside organizations as well that that I would refer our residents to. I do think we should look. And you know, we're gonna ask the manager.

657

01:32:00.470 --> 01:32:08.579

Cooper City Hall: Maybe we can put them on our website and things. But I know the area aging on area Agency, on aging of Broward County, just on their website.

658

01:32:08.600 --> 01:32:11.850

Cooper City Hall: They have a program called Emergency

659

01:32:11.890 --> 01:32:18.379

Cooper City Hall: home energy assistance for the elderly program, and if you qualify you, they will help you with

660

01:32:19.230 --> 01:32:47.769

Cooper City Hall: with your bills, including water bills. So and you know, Fpl. etc., so that could be one resource to use. But I do. I do think we can maybe compile that and and share that with our residents a little more user, friendly. And we have your number. As soon as we get that list together, feel free to contact us. Yeah, you know, like an example. I know you explaining about the toilets and changing things out. That's already been done. I even did it. My own home, you know where you signed up for that.

661

01:32:47.790 --> 01:33:03.289

Cooper City Hall: and like my mom's house, I did hers right away when she got here in Cooper City during Covid time we did that as well, and also for Fpn. L. Reasons, we did installation, air conditioning. We did everything we can to make her utilities as minimal as possible.

662

01:33:03.600 --> 01:33:06.420

Cooper City Hall: Point of information point of information.

663

01:33:06.450 --> 01:33:12.770

Cooper City Hall: the community center. Gina is an employee there, and she works

664

01:33:13.150 --> 01:33:17.179

Cooper City Hall: very closely with members of our community that

665

01:33:17.470 --> 01:33:42.729

Cooper City Hall: are in the same age and potential bracket as your mom. She knows an enormous amount of the different things that are available to to that community. So and she's right there. So I mean you, or just they'll even have a bus that'll take her, and and if she wants, they can take her literally from from her door to the community center.

666

01:33:43.310 --> 01:33:57.570

Cooper City Hall: and she'll she can sit down and and talk and go over everything, and that might help as well. And if we could ask the manager to, because being frankly, we're gonna see, continued Raises. And I feel bad because I know, like Fpl, the older people that were like

667

01:33:57.840 --> 01:34:14.550

Cooper City Hall: not using electric. They nail them by upping the minimum bills, and everybody knows Fpl's a scam, you know. Hurricane comes through, they charge you, and then after rates. But if we're gonna ask the manager, knowing that we're gonna have things coming forward, maybe like Commissioner Malos and cats, and maybe we can somehow

668

01:34:15.510 --> 01:34:21.250

Cooper City Hall: organize those resources, so that when our staff gets the call from that person they can kind of.

669

01:34:21.390 --> 01:34:22.240

Cooper City Hall: you know.

670

01:34:22.560 --> 01:34:34.450

Cooper City Hall: help set them up with something, because we do have a fixed portion of our populations on a fixed income definitely. Yeah. And, mister, we'll follow up with you as well. Actually, we just had a call a couple of days ago, actually a letter that came

671

01:34:34.450 --> 01:34:59.640

Cooper City Hall: an anonymous letter about a resident looking out for their neighbor, who had, you know, an elderly person who had fallen on tough times, and and to that point, being credit to our our staff and Alexis over in utility billing, we gathered a packet and actually drove it to his house, and they had Hand delivered it. So to your point, I think, Commissioner, just trying to connect our resources and make sure they're available. So, mister her up. I'll make sure one of our staff follows up with you just to connect with your mother, if that's okay.

672

01:34:59.920 --> 01:35:02.340

Cooper City Hall: Thank you anyone else on virtual?

673

01:35:04.060 --> 01:35:15.889

Cooper City Hall: Then I'll go. No, sir. Then I'll go ahead and close the public meeting. Call the vote, Commissioner Melowsy. Yes, Commissioner Katzmann. Yes, Commissioner Schrouter. Yes, Commissioner Green, Mayor Ross. Yes.

674

01:35:16.780 --> 01:35:20.839

Cooper City Hall: moving on to item number 12. Motion approved.

675

01:35:21.120 --> 01:35:47.410

Cooper City Hall: I gotta read the resolution. So I'll let Jacob do it now. Thank you. Motion very quickly. Mayor. Commission resolution 2326 is a resolution of the City Commission, the City Cooper City, Florida, urging Florida Legislature to sponsor support and enact legislation requiring the removal of out of service utility polls in the public right of way, and the removal or relocation of wires and other unnecessary utility infrastructure attached to such unused polls provided for transmittal provided for conflict by severability provided for an effective date. I've got a motion to have a second

676

01:35:50.150 --> 01:35:50.910

second.

677

01:35:52.150 --> 01:35:54.880

Cooper City Hall: No, we're waiting for you to do it.

678

01:35:56.630 --> 01:35:59.980

Cooper City Hall: Commissioner Charlotte, or anything. Commissioner Melodie.

679

01:36:00.000 --> 01:36:26.639

Cooper City Hall: Commissioner Green Commission. Call the vote Commissioner. Yes, Commissioner Kathman. Yes, Commissioner Schrouter. Yes, Commissioner Green. Yes, Mayor Ross. Yes. Moving on to item 14. Ordinance 2323. Jacob. Thank you for the record, Mayor commissioning Adams and Ordinance, the city of Cooper City, Florida. Mending. Chapter 12. Of the city's code of ordinances, entitled Parks and Recreation, by specifically amending Article 3. Section 1245, entitled Nuisances and Behavior, prohibiting Smoking at Public Parks, within the city of Cooper City.

680

01:36:26.750 --> 01:36:42.669

Cooper City Hall: Amending Chapter 13 of the city's code of warnings is entitled Public Safety, by specifically amending. Article 6, section 1382, entitled Citations Options of Person, cited, provided for penalties, fighting for conflicts find for codification provided for severability and provided for an effective date motion to approve

681

01:36:44.500 --> 01:36:45.750

Cooper City Hall: Commissioner Katsuya.

682

01:36:46.120 --> 01:36:51.370

Cooper City Hall: I'm good Commissioner Green Commission. Schroeder.

683

01:36:52.240 --> 01:36:57.280

Cooper City Hall: Yeah, I think I'm good. And I just, I just want to say, thank you to

684

01:36:57.930 --> 01:37:08.030

Cooper City Hall: the Florida League cities for carrying this through and for you picking up on it. It's a it's a good thing for us to do Home Rule rules

685

01:37:08.150 --> 01:37:09.199

Cooper City Hall: call vote.

686

01:37:09.820 --> 01:37:28.169

Cooper City Hall: Oh, sorry, thank you. Thank you, John. You told me

687

01:37:28.270 --> 01:37:30.859

Cooper City Hall: moving on to the city manager's report, David.

688

01:37:31.050 --> 01:37:31.760

But

689

01:37:31.890 --> 01:37:49.209

Cooper City Hall: thank you, Mayor. Several items I have for you this evening. The first is related to notification in accordance with section 2209 transfer of funds related to the actually to Raj in the wastewater and water facilities.

690

01:37:49.490 --> 01:38:10.230

Cooper City Hall: The second item, I just wanted to update the Commission on our solid waste. Rfps, rfp, rather. Our deadline was this past Monday just yesterday? We had a very strong response from multiple bidders. So we're really excited about that. We'll be working through over the next

691

01:38:10.230 --> 01:38:22.810

Cooper City Hall: few weeks as a part of the overall schedule. The analysis and review of those we've got a great and I think talented Evaluation Committee of several staff members, and then several.

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01:38:22.810 --> 01:38:33.529

Cooper City Hall: I'll say, very knowledgeable industry folks. And so I look forward to to bringing that back to the Commission in the over the coming months. And

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01:38:33.550 --> 01:38:41.279

Cooper City Hall: Lastly, just an item I had emailed the commission earlier related to. I'd like just related to

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01:38:41.650 --> 01:39:09.880

Cooper City Hall: a temporary absence that I'll have coming up in November, and just would like to ask and seek in accordance with our our city charter for Commission's approval to name Carlos Vega as the acting city manager just while I'm out for temporary absence November seventeenth, and I'll be returning to the to on the November 20 seventh.

695

01:39:10.410 --> 01:39:12.859

Cooper City Hall: Jacob, what is the

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01:39:13.150 --> 01:39:15.020

Cooper City Hall: difference between

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01:39:16.390 --> 01:39:17.180

Cooper City Hall: like

698

01:39:17.710 --> 01:39:19.460

Cooper City Hall: backup if

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01:39:19.800 --> 01:39:22.650

Cooper City Hall: he gets knocked off. or.

700

01:39:24.830 --> 01:39:25.720

Cooper City Hall: you know, like

701

01:39:26.200 --> 01:39:51.970

Cooper City Hall: being under, you know, anesthesia. Something like that is there? I mean, like, it seems like if I went out of town and I'm I can answer the phone. I'm I'm just wondering, like it's a good question, Commissioner. Our our charter only contemplates an acting manager in the manager's absence doesn't necessarily define what an absence is. I think if the manager believes he is unavailable, will not be able to serve in his capacity and fulfill his duties and responsibilities under the charter.

702

01:39:51.970 --> 01:40:14.489

Cooper City Hall: In that situation an acting manager should be named. If the manager is out of the office for a day yet remains available and able to fulfill those duties and responsibilities I would suggest, even though he's not physically in the building that may not call for an acting manager. Okay, maybe we like to prove it by triggering, because it's just like we've done it in the past. Why wouldn't. We just call him? And then, if we can't get a hold of them, then it's somebody else. Yeah.

703

01:40:14.600 --> 01:40:20.839

Cooper City Hall: I just Commissioner. I think you're you're spot on. I mean, this is pretty standard language, with the addition of

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01:40:20.890 --> 01:40:23.120

Cooper City Hall: what's maybe not standard

705

01:40:23.280 --> 01:40:37.220

Cooper City Hall: is the approval. By the Commission, I mean. You know my experience through the years has been. It's pretty standard for written notification that, hey? I'll be unavailable. This person would be acting in my step, but to your point. It is

706

01:40:37.260 --> 01:40:54.519

Cooper City Hall: I think there may be. Jacob and I were talking, or I had to approach Jacob about. Is there a better model that may work to you know. Maybe it's a standing resolution that speaks to, you know, a an authority given by the Commission that it might be this person or this person for a certain amount of timeframe.

707

01:40:54.530 --> 01:40:57.319

Cooper City Hall: Yeah. But like, are we? Do you want us to call you

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01:40:57.490 --> 01:40:59.969

Cooper City Hall: or no? I guess that's the question.

709

01:41:00.780 --> 01:41:28.689

Cooper City Hall: Yes, the answer would be, no, II think that's I mean, II think that's part of it is I'm I'm and we talked about. I'm always obviously available. But there are. You might not be right. Yes. So I'm just wondering, like, procedural, yeah. And and I think and we had that same discussion. Right? I mean, if if you drive a few hours away and you're out, you know, out of out of the city, for, let's say, a day or 2.

710

01:41:28.900 --> 01:41:30.910

Cooper City Hall: Does, you know?

711

01:41:31.100 --> 01:41:55.249

Cooper City Hall: Could that constitute the absence of that to your point? I agree. I mean, it's if you need something you're gonna pick up the phone and call me. And obviously I can. I can return here if it was something, you know. A lot of you don't have to return, you know you could. Just coordination can be that way as well. So not that this is important. I'm sorry. No, no, no, but I hear what you're saying, Commissioner. Shrouder, Bro. We are we talking about? If

712

01:41:55.540 --> 01:42:01.720

Cooper City Hall: the city managers ask him for time? R. And him still being in a

713

01:42:01.940 --> 01:42:09.520

Cooper City Hall: working capacity and not having some one delegated or designated to run the day to day operations.

714

01:42:10.110 --> 01:42:13.349

Cooper City Hall: Because I'm hearing the conversation, but I'm

715

01:42:13.380 --> 01:42:15.069

Cooper City Hall: kind of lost us to

716

01:42:16.540 --> 01:42:19.900

Cooper City Hall: the question as to can we call them?

717

01:42:20.100 --> 01:42:27.249

Cooper City Hall: What can we call him when he's on leave, and is the expectation of the commission that he's going to make a decision.

718

01:42:27.420 --> 01:42:31.809

Cooper City Hall: during that time when he's on leave, or

719

01:42:31.820 --> 01:42:44.129

Cooper City Hall: I just want I'm trying to follow the train of thought here. I wasn't sure if he was just doing this, because the the way that it was written the rule was written and he had to do it.

720

01:42:44.200 --> 01:43:04.019

Cooper City Hall: Anybody still wants to call him because we have this rule that requires it, or if that's what I wasn't sure of like, do you want? Are are you? Do you want us to call you? And you're just doing this because you because we have like archaic language, or is it? Say you're? You know you're on the boat can't reach you. And I was no, definitely not he's on the boat and unreachable.

721

01:43:04.080 --> 01:43:12.269

Cooper City Hall: So like, I wasn't sure if this was ministerial or yeah, I would say, you know my my experience in the past would be

722

01:43:12.720 --> 01:43:27.059

Cooper City Hall: I would notify the Commission, you know, without this specific language. I would notify the commission that, hey? I'll be, you know. I'll be out of town. you know, if something's urgent. You can certainly reach me, you know, via Mobile. If for some reason you can't reach me

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01:43:27.220 --> 01:43:38.259

Cooper City Hall: for this particular example, Carlos is here, you know he's available. He can be reached, you know as just. I think it's a good practice to have an acting manager when he's he's away.

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01:43:38.450 --> 01:43:41.720

Cooper City Hall: He, we technically aren't allowed to

725

01:43:42.490 --> 01:43:56.750

Cooper City Hall: ask any other employees any to do anything or really anything. And and if he's designating Carlos as his acting manager, we can call Carlos if there's like a little issue at the park. Obviously, if it's an issue, that's gonna

726

01:43:56.930 --> 01:44:13.969

Cooper City Hall: be a month, it's long. We're gonna call the manager first. So I think it's a good practice. Yeah, I was just. I wasn't sure if we had to clean up language, and he was doing it because and there was an opportunity to fix language, or I just wasn't sure point of information. Point of information years past.

727

01:44:16.450 --> 01:44:25.260

Cooper City Hall: Oh, gosh! I don't even know how long ago the city manager had had a discussion with the with the then Commission about

728

01:44:25.380 --> 01:44:40.610

Cooper City Hall: in my absence. This will be the primary person. But I was. This will be the secondary person, if that person, and this is the tertiary person. So I think personally, so that you don't have to deal with this in the future. Set that up.

729

01:44:40.710 --> 01:44:51.009

Cooper City Hall: We discuss it then, and then we don't have to worry about it. We know difficulty with doing it that way. Commissioner, is you just said person and not position.

730

01:44:51.190 --> 01:45:10.260

Cooper City Hall: People change positions? No, but you have to. I mean Vice President could change right? But they got a name. Who the Vice President is. I think it makes more sense. Yeah, like a standing. It's a resolution. And and it's and it's an easy change. And I will tell you that we approve again. I'm only going to go by what we did in the past. In the past we did designate

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01:45:10.710 --> 01:45:35.530

Cooper City Hall: a person, so there was a there was a person with a name in the primary position, secondary position, the tertiary position. And then, if it needs to be changed, it's not that hard to change, but we don't have to worry for some reason he gets called out of town unexpectedly, hey, I'm I'm all in favor. We have it there. If he's away I don't wanna call him if it's bad enough, and Carlos is the interim. Carlos will call him right.

732

01:45:35.990 --> 01:45:46.359

Cooper City Hall: I mean vacation. I don't want renew vacation like I may have done to some others. Sorry, but at least we'll have

733

01:45:46.370 --> 01:45:58.389

Cooper City Hall: that plan there that way. We know he gets called out of town in the middle of the night. We know that he'll still have an email. I'm you know. I was unavoidably detained here.

734

01:45:58.450 --> 01:46:12.250

Cooper City Hall: The person that that we designated as the primary is in charge done so. We don't have to worry about this, because if for some reason this is not in place, then we're going to have a potential issue. This negates any issues we could have.

735

01:46:13.110 --> 01:46:16.179

Cooper City Hall: Only if you pay us a dollar. But

736

01:46:17.020 --> 01:46:34.760

Cooper City Hall: thank you, what are the options the manager and I did discuss, and you know again, our charter requires the Commission to approve any person serving in an active capacity. The managers required to bring somebody to you each time he leaves town for that purpose. Does it have to be that it can't be well, but that but that's that's again a. As we

737

01:46:34.760 --> 01:46:51.399

Cooper City Hall: said number of times over the years you all get to decide what that charter provision means and how it's interpreted. So one of the things what I was getting at do we have language? We hear? Well, the answer is, there's some flexibility. And one of the options I think the manager and and I would offer is if we could prepare a resolution where the manager identifies 2 or 3 individuals

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01:46:51.400 --> 01:46:57.389

Cooper City Hall: that this commission could approve, and the manager then had a pool of people, saying, I'm going to be out of town. These dates.

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01:46:57.390 --> 01:47:21.320

Cooper City Hall: This person is going to be acting that would not need to come back to the Commission, because the Commission will have previously approved those people serving in an acting capacity interpreter. I think it's like annually, shouldn't be, hey? Well, we we talked about it one year for a year, or renewed every year.

740

01:47:21.320 --> 01:47:37.420

Cooper City Hall: That would include some notification, you know, advising us via, okay, yes, sir, not a problem. Anything else on the City Management Report Mission. Thank you very much. Alright. Any questions. Hearing none. City attorneys report.

741

01:47:37.970 --> 01:47:50.939

Cooper City Hall: Yeah, II do have just one quick item there, commission as, as the Commission is aware, the city is currently engaged in litigation with the Broward sheriff's office regarding some disputed pension funds, they settling well

742

01:47:51.350 --> 01:48:10.180

Cooper City Hall: some some number of months ago. As the Commission knows, the city filed an amended complaint to add some additional claims for unfunded actuarial liabilities. The sheriff's office filed a motion to dismiss. The parties have been working for a period of months to get that set for a hearing. There's currently a hearing now set for November third

743

01:48:10.180 --> 01:48:27.870

Cooper City Hall: at, I believe, to 90'clock in the morning, before Judge Fawnstock, one of the Mayor commission to be aware this is, Gonna be our first hearing in this matter. I will forward to each of you a copy of the motion along with a copy of the city's response. There's certainly no obligation for any member of the Commission to attend. But I do. Wanna let you know that Mr. Clouser will be there on behalf of the city for that year.

744

01:48:28.960 --> 01:48:33.989

Cooper City Hall: Can you give us a date and time and and location? Yes, I'll forward you the notice of the year in there. Thank you.

745

01:48:34.740 --> 01:48:37.159

Cooper City Hall: Considering the length

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01:48:37.420 --> 01:48:40.180

Cooper City Hall: of this litigation, I think we should do

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01:48:41.200 --> 01:48:46.780

Cooper City Hall: some type of procedural mechanism to require them to pay our attorney's fees

748

01:48:47.310 --> 01:48:50.510

Cooper City Hall: if we prevail, such as an offer of judgment.

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01:48:51.030 --> 01:48:55.440

Cooper City Hall: We can look at that option, Commissioner. We'll discuss. We will discuss with our special counsel.

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01:48:57.250 --> 01:49:06.010

Cooper City Hall: Thank you very much. We need to come back, because I think we had a motion. I'm not sure if we had a second.

751

01:49:07.110 --> 01:49:21.969

Cooper City Hall: I believe so and did. And you did. Second, okay, so let's get directly clear. Commissioner Malos had made the motion Commissioner Catsman seconded the motion, and that is on the vacation. Slash holiday

752

01:49:22.130 --> 01:49:30.749

Cooper City Hall: any further discussion, hearing none. Call the vote, Commissioner Melosie. Yes, Commissioner Katzmann. Yes, Commissioner Schrouter. Yes, Commissioner Green. Yes, Mayor Ross. Yes.

753

01:49:30.780 --> 01:49:44.170

Cooper City Hall: Now moving on anything else. Jacob thank you very much. This gentleman came with settlement authority, you know. I had asked the manager if I go before Jacob tonight.

754

01:49:45.380 --> 01:50:07.589

Cooper City Hall: Well, good evening again, Mister city manager Mayor Commission. I did submit my report in advance, but there were a few items on there that I'd like to highlight particularly. I just want to give the the Mayor and the Commission advance. Notice that the Thursday so this Thursday, the twenty-sixth, is read for the record. It's an event that's

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01:50:07.590 --> 01:50:15.559

Cooper City Hall: supported actually, globally, where all the elementary school kids come together. And they read the same book together at the same time.

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01:50:15.560 --> 01:50:31.850

Cooper City Hall: And so my team will be participating. I'll be personally reading at Cooper Cell Elementary, and also Franklin Academy. I think Principal Fox came here and provide that invitation. So I just wanted you to know that we will be connecting with our local elementary school kids that opportunity. On Thursday, the twenty-sixth.

757

01:50:31.850 --> 01:50:53.320

Cooper City Hall: Additionally, our aggressive driving operations are gonna commence starting in November again. And did want Mr. Herr know that we actually do target the mopeds and the golf carts,

and so forth. In those operations, particularly on Ninetieth Avenue. For our residents to know there was a new law that was passed in October first.

758

01:50:53.320 --> 01:51:20.209

Cooper City Hall: That went to effect just a couple of weeks ago pertaining to this subject. And we did post some educational information on our Facebook page and then we also did do. Some proactive enforcement stops to educate the residents of this new law. So we'll continue that effort in November as well for the advance notice to our residents. We do have a proactive code enforcement sweep that's starting this week through the 28 of October.

759

01:51:20.210 --> 01:51:43.960

Cooper City Hall: And so that effort is to educate our residents on the various codes compliance issues in Cooper City. Again, we're not enforcing for the sake of punitive actions or fines, but just to educate on the city's codes, to maintain standards and hopefully gain compliance. So I'll bring back a report on how that effort went at the November fourteenth meeting.

760

01:51:44.040 --> 01:52:11.170

Cooper City Hall: Please let you know that the last Lpr site that was pending that county L. Rla site is active. Last week they were out there activating that we did get assigned Perm back from the county. So thank you again for your support on that. We are fully functional, and we see that this is actually benefiting our safety of our community and keeping Cooper City one of the safest in the State of Florida. As was seen in the example of last Friday, October twentieth.

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01:52:11.170 --> 01:52:20.929

Cooper City Hall: when our deputies and detectives were alerted to a vehicle entering our city with a stolen tag attached to it. When they found that alert, they quickly located the vehicle.

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01:52:20.930 --> 01:52:32.489

Cooper City Hall: And where were the determined that that driver had an extradible warrant out of Minnesota for sexual battery, and there was a litany of items inside his vehicle that was very concerning

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01:52:32.490 --> 01:52:56.100

Cooper City Hall: that actually led up additional investigations. So when you think of the type of person who's entering our city does not reside here? Who has that type of warrant out for his arrest and our ability to real time know that they're entering and to apprehend them before they unfortunately, you know, in some cases we'll try to victimize. Let's say, students walking home with photographs and so forth.

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01:52:56.100 --> 01:53:09.140

Cooper City Hall: Our ability to actually find them and apprehend them is a testament to the wisdom of this Commission. The manager and supporting the technology plan and helping my team better serve the city. So thank you so much for that.

765

01:53:09.380 --> 01:53:31.089

Cooper City Hall: I did. Wanna let you know that we had several community initiatives that were rolled out last week and coming up this week particularly pedal it forward last week was a very cool initiative. Is our first time doing that, but we actually were able to give out over 50 bouquets of flowers to our residents, just randomly stopping people and just providing them with a bouquet of flowers.

766

01:53:31.090 --> 01:53:57.540

Cooper City Hall: We did this in partnership with Della floor one of our local floors, and we were able to just surprise people with a not so abnormal law enforcement interaction, and just put a smile on not only the faces of people in our business community, our residents, instead of a code citation. People got flowers which went a long way in showing for that community partnership. So thank you to della floor for helping us accomplish that last week.

767

01:53:57.580 --> 01:54:25.270

Cooper City Hall: Our clergy appreciation brunch. Thank you to the Commission that we're there. I did let the clergy know that those who had prior engagements weren't there, but supported them, and was grateful for them. We were able to honor all of our local clergy on October nineteenth last week, which would be great opportunity to get with them and to build further partnerships on reaching our teenagers specifically our youth in this community. That goes a long way for crime prevention.

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01:54:25.270 --> 01:54:36.730

Cooper City Hall: and then our shredath. On Saturday. It was wonderful success. We had over 445 people that we serve 337 cars, 12,000 pounds of paper

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01:54:36.730 --> 01:54:53.050

Cooper City Hall: shredded, and 176 pounds of unneeded medication taken from the community and giving out gift cards for that. So I think that was a great success. And I'm already trying to plan the next one for us. And I'll let you know when that's gonna be scheduled

770

01:54:53.110 --> 01:55:06.020

Cooper City Hall: and then, lastly, I just wanted to reassure our residents that we are staffed up and ready for the Halloween activities. We are increasing our staffing specifically on Halloween Tuesday next week.

771

01:55:06.020 --> 01:55:25.899

Cooper City Hall: But we have additional patrol officers on the street to ensure that when our kids are out there, trick or treating that they are safe, and we've also prepared over 300 bags of candies for our deputies so they can just roll up next to the kids and participate in the festivities as well. So that concludes my report, unless there's any specific questions in regards to the report.

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01:55:27.560 --> 01:55:32.479

Cooper City Hall: Thank you, Captain. Just a couple of things

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01:55:32.590 --> 01:55:33.640

Cooper City Hall: I notice you

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01:55:33.900 --> 01:55:37.700

Cooper City Hall: 2 sworn vacancies. Can you address that correct Commissioner Kasman?

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01:55:38.250 --> 01:55:56.569

Cooper City Hall: So one of them retired before you today? So that is one of them. And then we had another deputy that was selected for the K. 9 unit. So it was a promotion. So we had a promotion, and we had a retirement.

776

01:55:56.720 --> 01:56:08.970

Cooper City Hall: So we're working working to fill both of those vacancies. But you know we have to. It's a strategic thing trying to find the right people to fit this community and or waiting for a cadet to come out of the Academy.

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01:56:09.760 --> 01:56:17.870

Cooper City Hall: Thank you. You just keep us posted on that, please. and and you can. You just reassure us that our staffing

778

01:56:18.120 --> 01:56:19.370

Cooper City Hall: day-to-day

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01:56:19.450 --> 01:56:35.430

Cooper City Hall: zone zone is is not affected by that, so that our residents are aware so contractually. And II honor this very well, and you know this because you get the daily rosters twice a day every day. Thank you, Commissioner, shrouder and

780

01:56:35.430 --> 01:56:55.520

Cooper City Hall: but yes, your minimum staffing is 6 every day at all times during the day, including a patrol sergeant, and that never goes under. And we ensure that that's going to maintain the case, even if it means we go on the whole and overtime like last year, we're $350,000, negative and overtime to maintain that minimum staff thing, that minimum requirement.

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01:56:55.670 --> 01:56:57.960

Cooper City Hall: Thank you. The other thing I wanted to say

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01:56:58.020 --> 01:57:01.109

Cooper City Hall: is, you know, we, our community

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01:57:01.330 --> 01:57:04.580

Cooper City Hall: had a really tragic situation. I mean, not.

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01:57:04.870 --> 01:57:12.380

Cooper City Hall: Our our community is impacted a lot by what's going on in the Middle East and in Israel, and I know our residents are

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01:57:12.410 --> 01:57:16.399

Cooper City Hall: Highly sensitive and aware of the situation. We had that anti-semitic

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01:57:16.450 --> 01:57:26.569

Cooper City Hall: incident that I know was cleaned up very quickly. But can you can you address that? How? How our law enforcement is is actively

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01:57:27.190 --> 01:57:40.809

Cooper City Hall: being proactive? Absolutely, Commissioner Kasman. That's a that's a great question. And it's a great thing to highlight. So obviously, it's concerning whenever we have any form of hatred in our community.

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01:57:40.810 --> 01:58:05.560

Cooper City Hall: Anti-semitism is one form of that hatred. And so over the weekend we unfortunately had some graffiti, some vandalism in the monterra easement area by the F penal polls, where there were some inappropriate comments, very inappropriate, abhorrent comments that were made. Monterra notified us. We went out there immediately provided an investigation. I don't wanna publicly state all the actions that we

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01:58:05.560 --> 01:58:12.890

taken for obvious reasons. Unfortunately, the area that they did target with a very poorly lit area, with no cameras

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01:58:12.910 --> 01:58:31.589

Cooper City Hall: but as a community we've come together to band together, understand and show that this is not going to be tolerated, and it will be investigated as thoroughly as we can. We've communicated with our locate local rabbis. We communicated with that community the property manager and also this week I did reach out Mr. Mayor.

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01:58:31.590 --> 01:58:45.309

Cooper City Hall: to them to discuss with them camera installations in the future. And I offered to go to their Cvd. Meeting to help them. I know that they are actively looking at that very proactive that community to their credit.

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01:58:45.310 --> 01:58:52.939

Cooper City Hall: And my team did actually make contact with them to give them some advice on what vendors and how they can tie into a real time Crime Center.

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01:58:52.940 --> 01:59:10.409

Cooper City Hall: In addition to that, we've been very proactive with our temple, our habad's we providing them additional security additional assistance whenever they have their shavats or other events going on. I personally met with the Rabbis, especially last week at the Clergy Branch.

794

01:59:10.430 --> 01:59:17.940

Cooper City Hall: and we got a security assessment taking place at Temple bethemic tomorrow, participating in a security.

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01:59:17.940 --> 01:59:42.350

Cooper City Hall: online. QA. With them that I personally will be. And I even mean with Rabbi Penny next week to talk about some basketball programs that we can put on and just connect and and be there more present in the community. And so I just want to reassure all of the Cooper City residents that the law enforcement team is very aware. We are supportive of everybody. This is a very inclusive community.

796

01:59:42.550 --> 01:59:58.359

Cooper City Hall: and we stand together with our our Jewish residents, that we will investigate this thoroughly, and that if anybody sees something, say something. If you see something abnormal, please contact us, let us know. It may be very important, so don't think that it's not important.

797

01:59:59.690 --> 02:00:06.120

Cooper City Hall: Prisoner sharks. He's the chief to follow it up. Not only are we

798

02:00:06.280 --> 02:00:19.670

Cooper City Hall: living in challenging times in the world? But you know you also, I think I read in the paper today the Attorney General's coming down to meet with the FBI and talk to like local law enforcement about, you know, different

799

02:00:20.130 --> 02:00:31.889

Cooper City Hall: threats or whatever. So, from a policy standpoint, I'm trying. Let me get to the point. I know it costs money to to put resources certain places, but

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02:00:31.980 --> 02:00:33.550

Cooper City Hall: I would support

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02:00:33.920 --> 02:00:35.989

Cooper City Hall: us the city

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02:00:36.070 --> 02:00:39.630

Cooper City Hall: funding or giving you money towards adding

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02:00:41.250 --> 02:00:50.470

Cooper City Hall: temporary whatever whatever temporary resources you think that you might need to make our our residents feel overly

804

02:00:50.500 --> 02:01:08.890

Cooper City Hall: comfortable. Whether that's extra patrols, or you know things, you know. I mean, the reality is, graffiti is hard to target. Right? You know you can't you? We can't put somebody in in a certain area. But there are additional things we could. We could, maybe do so from a policy standpoint.

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02:01:09.370 --> 02:01:10.230

Cooper City Hall: I

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02:01:10.460 --> 02:01:14.099

Cooper City Hall: support is the rest of the Commission's funding.

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02:01:14.110 --> 02:01:17.629

Cooper City Hall: whatever and things you need to fund to, to go

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02:01:17.650 --> 02:01:32.599

Cooper City Hall: over and above, to make our residents feel safe, if that if that makes sense. So I know we always ask you to be a you know, good custodian and steward of our money, but if I were going to overdo something, I would ask that we we look at

809

02:01:32.740 --> 02:01:39.109

Cooper City Hall: over responding to these types of situations, or even just vigilance, because.

810

02:01:39.140 --> 02:01:47.689

Cooper City Hall: I mean, I don't know. It seems like we were living a very challenging times right now. And there's a large portion of our

811

02:01:47.730 --> 02:01:50.259

Cooper City Hall: community who's directly.

812

02:01:50.480 --> 02:02:01.859

Cooper City Hall: personally being impacted by these events that are going on internationally. So what can we do, or I'm asking you if you know the support of colleagues.

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02:02:01.910 --> 02:02:05.150

Cooper City Hall: I'd rather overreact and overprotect, if that's

814

02:02:05.480 --> 02:02:07.019

Cooper City Hall: you know, possible.

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02:02:07.590 --> 02:02:08.820

Cooper City Hall: That makes sense.

816

02:02:09.670 --> 02:02:16.449

Cooper City Hall: We've learned something we've learned that that area is not covered with proper writing. We've learned that it's not covered by data.

817

02:02:16.550 --> 02:02:19.660

Cooper City Hall: But I'm not talking about.

818

02:02:19.800 --> 02:02:25.029

Cooper City Hall: I want you to. I don't want everyone to think I'm saying put a police in a

819

02:02:25.080 --> 02:02:39.730

Cooper City Hall: you know that linear part, so to say. But if we need to put additional pro patrols above what you have the ability to do on the, on the the mosques, the temples, the churches I support from a policy standpoint funding that

820

02:02:40.540 --> 02:02:45.739

Cooper City Hall: support technology. But it's not necessarily, can I? Can I?

821

02:02:45.800 --> 02:02:55.280

Cooper City Hall: Well, being good? It's not necessarily about them patrolling because you can increase patrols.

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02:02:55.540 --> 02:03:04.429

Cooper City Hall: But people or some people are just evil, and I'm maybe I'm speaking at a turn and tell me if I'm wrong. But I mean that you think logically

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02:03:04.830 --> 02:03:23.979

Cooper City Hall: just as far as you know, deputies, you see them. You're you're driving. Let's say you're driving on whatever street you're speeding. All of a sudden. You see a cop car, bam. You immediately take your foot off the gas you're dropping just what you do when that cop car turns off the road because he's made his exit. Bam Foot goes down and you're going.

824

02:03:25.220 --> 02:03:42.200

Cooper City Hall: It's human nature, unfortunately, and it's how people are. So while we might have them, maybe the debt we? Maybe we can instruct the deputies to do. You know? Instead of circling once every hour to our houses of worship, going twice every hour and going and mixing up the times. But

825

02:03:42.200 --> 02:03:56.450

Cooper City Hall: once that deputy is gone, if someone's hiding out in the woods or wherever and they're in their car once they see that car pull away if they're going to do something that's when they're going to do. There's only so much I think

826

02:03:56.720 --> 02:04:10.949

Cooper City Hall: I don't want to get into cause and effect, because, you know, statistically. you probably don't need police officers in school statistically until it's your school. You know what I mean. But there's there's a matter of feeling safe, and and there's a value to that. And I would like

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02:04:11.070 --> 02:04:19.310

Cooper City Hall: our residents to feel safe, even if it's. you know, at misplaced. But like that's that's my key. And this is said with love.

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02:04:19.410 --> 02:04:24.120

Cooper City Hall: they're like. And I'm just gonna use an example. And I apologize for interjecting again.

829

02:04:24.130 --> 02:04:36.889

Cooper City Hall: I have a lot of friends that live in are gated communities, and they feel that because they live in a gated community that they're safer, and he will tell you as long as anyone else in law enforcement. They're not. It's a false sense of security.

830

02:04:36.990 --> 02:04:42.239

Cooper City Hall: and I would personally rather our law enforcement. Individuals

831

02:04:42.520 --> 02:04:44.950

Cooper City Hall: tell our houses of worship.

832

02:04:44.960 --> 02:04:47.280

Cooper City Hall: Listen! This is what you can do

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02:04:47.660 --> 02:05:00.669

Cooper City Hall: to be on the lookout. This is what we tell our residents look for this look for this. If you think you might be a target, you know your your outdoor lights that are motion sensors, things like things that you're going to do, to deter

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02:05:01.430 --> 02:05:22.309

Cooper City Hall: and let them be on guard and log anyone into a sense. I'm not arguing that, but what I'm trying to say is, then then we have anything. One of the things the captain said was like security assessments. Right? So we have a community involvement community involvement. So if that deputy works 40 h and usually could do 3.

835

02:05:22.310 --> 02:05:34.219

Cooper City Hall: You know assessments. I'm okay with paying that deputy overtime to allow her to work 60 h so she can do double the amount of those assessments, you know. I don't want to get into the particular policing.

836

02:05:34.220 --> 02:05:38.440

Cooper City Hall: but I like. I told the the police chief the other day II saw

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02:05:38.450 --> 02:05:48.609

Cooper City Hall: the Florida Highway Patrol at 2 different places in the city recently, and I and I was wondering, you know, why is that? Are they? Is it a matter of

838

02:05:48.910 --> 02:05:49.990

Cooper City Hall: you know

839

02:05:50.080 --> 02:05:58.080

Cooper City Hall: you don't usually see that? And and we surmise which are not positive. But we surmise it was via the the Governor's, probably the Governor's recent order

840

02:05:58.560 --> 02:06:07.859

Cooper City Hall: over this situation, issue this state of emergency and allow funding. So what I'm trying to say from a policy standpoint. I would like to throw resources

841

02:06:08.250 --> 02:06:09.550

Cooper City Hall: at the issue

842

02:06:09.910 --> 02:06:18.080

Cooper City Hall: and give the police chief the latitude to be able to deploy additional resources if he feels necessary.

843

02:06:18.510 --> 02:06:24.850

Cooper City Hall: because, although you know cause and effect might not be there, there is something to be said about feeling secure.

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02:06:26.260 --> 02:06:31.580

Cooper City Hall: So if I if I may, Commissioner and II truly appreciate that.

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02:06:31.860 --> 02:06:39.130

Cooper City Hall: I've always appreciated this commission, a sense of the resources that are needed to accomplish the job being provided.

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02:06:39.350 --> 02:06:44.090

Cooper City Hall: It's not not often you can work for a city where you're you're blessed with that level of support

847

02:06:44.230 --> 02:06:52.360

Cooper City Hall: the city has in its current budget. Thank thank you. Again. Provided me

848

02:06:52.400 --> 02:07:19.439

Cooper City Hall: additional funding on a contingency basis and for enhanced services. We have an MO. And a standing Mou in place for that. So Saturday, as soon as I was notified of that, I had authorized additional staffing and unmarked capacity. So you lose that sense of security. You're speaking of, Commissioner because they don't see it. But II knew it was there to patrol that community. And then that would be billed to that

849

02:07:19.760 --> 02:07:38.419

Cooper City Hall: enhance services. So if I came to a place where and I would commit this to you if I came to a place where I felt that I was lacking in the resource, or I needed additional funding for that type of operation. I don't feel that I do right now, because it's a new budget gear. I would communicate to the the manager. That need

850

02:07:40.650 --> 02:07:51.600

Cooper City Hall: 2 things, and I don't recall the officers name, so don't hate me. A resident called me today to say that there was an officer that was running radar

851

02:07:51.640 --> 02:07:55.689

Cooper City Hall: by their home, and they said that he was phenomenal.

852

02:07:55.720 --> 02:08:20.819

Cooper City Hall: and I asked them to please put that in writing, because y'all get a lot of complaints. I wanted to make sure that that this officer, you know, had a have a feeling that was Sergeant Warsaw. Yes, actually, that was thanks. So our traffic sergeant, who actually goes out there and does traffic enforcement himself? Well, the the 2 residents that were there that were observing. He I guess, took the time to explain everything

853

02:08:20.980 --> 02:08:33.829

Cooper City Hall: and really went out of his way, and not only with with community involvement, but also with doing what he was doing. So they had called me to say, You know, this is what's going on, and

854

02:08:33.860 --> 02:09:02.090

Cooper City Hall: we've we love this Guy, so I wanted to pass that on to you. Also part 2, and might lend into what Commissioner Shadow was saying. Once Halloween passes, we all know what happens next. Then people are gearing up for gobble gobble season, and we already have your porch bandits and and people that are just miscreants, and that's what they do. So if we could potentially get ahead of the opportunistic crime

855

02:09:02.280 --> 02:09:09.770

Cooper City Hall: and put you could put together like not only what you're doing with people saying, Hey, you know, whites

856

02:09:10.280 --> 02:09:25.840

Cooper City Hall: looking, seeing, saying, etc. If we could maybe put together a list that we can put out on our website and let everybody know, you know. Don't leave your packages in the car if you want. I know that last year y'all did the you can have your packages come to

857

02:09:25.930 --> 02:09:40.709

Cooper City Hall: the the Bso. Station that way. They don't have to worry about someone stealing things, etc., etc., so we could put together that list and get in front of the curve and potentially alleviate some issues. I would love for that to happen.

858

02:09:41.420 --> 02:09:58.840

Cooper City Hall: Commissioner Melosse, absolutely. Just. So, you know. 6 weeks of the holiday season. So, coming up in second week of November, we start a holiday. Ops plan that continues 2 weeks ahead of Thanksgiving all the way through to the New Year.

859

02:09:58.840 --> 02:10:16.809

Cooper City Hall: where we actually do enhance the patrols and the coverages and the retail areas. Specifically, there's some other things that I don't won't stay publicly, but I can brief you of bond privately that we do during that season, and then, as far as the educational things. I'll certainly put together a list and see if we can partner the city to put that stuff out as well. Right.

860

02:10:16.810 --> 02:10:18.530

Cooper City Hall: That would be awesome. Thank you

861

02:10:19.090 --> 02:10:21.489

Cooper City Hall: any other questions of the captain

862

02:10:21.970 --> 02:10:31.200

Cooper City Hall: hearing none again? Yes, if I could just state I do this every year, so forgive me for the being, Corny. But today is October 20, fourth

863

02:10:31.260 --> 02:10:50.980

Cooper City Hall: 3 years ago, on October 20 fourth, I was blessed to come to serve you as your chief law enforcement officer, and I just wanted to let you know that. I am so excited to still be here serving alongside you serving this community. I truly love this city. And I'm I'm

864

02:10:51.260 --> 02:10:58.780

Cooper City Hall: encouraged with how much we have accomplished together as a team in 3 years. And I truly look forward what we're gonna accomplish this year to come. Thank you.

865

02:10:58.950 --> 02:11:10.679

Cooper City Hall: And I thank you for your service. In 3 years ago we were budgeting to get rid of the sheriff's office. So sort of things in the grave, sir.

866

02:11:11.450 --> 02:11:13.420

Cooper City Hall: Thank you. Fire chief report.

867

02:11:14.940 --> 02:11:25.440

Cooper City Hall: Good evening, Mr. Mayor. City manager, commissioners. staff and residents. as you know, this is fire prevention month. and

868

02:11:25.550 --> 02:11:30.810

Cooper City Hall: as such we've been going out the station 28 crews

869

02:11:30.830 --> 02:11:43.399

Cooper City Hall: along with our life. Safety educators have been going out doing fire safety presentations at the various schools and academies. and this will be going on

870

02:11:43.620 --> 02:11:46.649

Cooper City Hall: through the first or second week of November.

871

02:11:47.050 --> 02:11:52.390

Cooper City Hall: even though it's October, is fire prevention month. We've had such a turnout that

872

02:11:52.580 --> 02:12:02.129

Cooper City Hall: it will go go into the second week of November. and this month we're going to reach out to

873

02:12:02.210 --> 02:12:06.719

Cooper City Hall: approximately 800 students between the schools and academies.

874

02:12:09.030 --> 02:12:13.800

Cooper City Hall: One update with our hydrant flushing.

875

02:12:13.960 --> 02:12:21.470

Cooper City Hall: Since the figures that I put in on the report. we've flushed another 41 hydrants.

876

02:12:21.570 --> 02:12:28.910

Cooper City Hall: so we only have 70 pending. And, as I mentioned, we're looking at completion by the end of the month.

877

02:12:30.100 --> 02:12:33.420

Cooper City Hall: Other than that. Are there any questions to my report

878

02:12:34.800 --> 02:12:36.759

Cooper City Hall: Council? Have any questions?

879

02:12:38.060 --> 02:12:50.810

Cooper City Hall: I do. I thought I made it clear the last time. but I guess I didn't. So let me try and make it clear again. You have the longest response time. Where was that

880

02:12:51.050 --> 02:13:03.330

Cooper City Hall: country, Glen? See, I can't keep guessing. because I have a map of Cooper City. And every time I have a report I want to pinpoint it. You know what? That's gonna show us

881

02:13:04.020 --> 02:13:09.899

Cooper City Hall: where we have a problem. Okay, I can put that in for you. II. The map was originally for outliers.

882

02:13:10.840 --> 02:13:15.480

Cooper City Hall: This was not an outlier. If it's the longest, it's an outlier.

883

02:13:16.880 --> 02:13:28.769

Cooper City Hall: I will present a map on every report. Where was the shortest? Having take 8 s. Did someone walk into the fire station? No, that

884

02:13:29.400 --> 02:13:40.220

Cooper City Hall: We actually did have 2 walk-ins that I did not use as the shortest because of the fact that your response time is 1 s

885

02:13:40.870 --> 02:13:43.180

Cooper City Hall: but in this case

886

02:13:44.040 --> 02:13:47.140

Cooper City Hall: it was at Sterling Road, in One Hundredth Avenue.

887

02:13:47.840 --> 02:13:52.229

Cooper City Hall: just the rescue truck must have been passing by at the same time.

888

02:13:53.590 --> 02:13:56.229

Cooper City Hall: and this was an individual on the side of the road.

889

02:13:56.890 --> 02:13:58.809

Cooper City Hall: Thank you very much.

890

02:14:01.680 --> 02:14:06.350

Cooper City Hall: Moving on. We have. The Commissioner concerns Commissioner Green.

891

02:14:06.640 --> 02:14:31.809

Cooper City Hall: Thank you, Mayor Ross, very quickly. Congratulations to Captain D. Giovanni on his 3 year anniversary as we are, we appreciate you immensely, and we're so grateful that you're in our in our community, and I would be remiss if I did not wish a potential church a happy 40 fifth year anniversary we appreciate their continuous support of our community and of our residents. And we say, thank you for all that. You do

892

02:14:31.810 --> 02:14:40.649

Cooper City Hall: not only here in this city, but globally, and we wish you continued success. That's all I have, Mayor. Thank you.

893

02:14:40.880 --> 02:14:42.300

Cooper City Hall: Commissioner Schroeder.

894

02:14:42.360 --> 02:14:47.229

Cooper City Hall: Yes. Just wanna remind the residents that are watching next?

895

02:14:47.420 --> 02:14:53.570

Cooper City Hall: What's next? Friday's date? Yeah, what's the date? The twenty-seventh Friday.

896

02:14:53.760 --> 02:15:01.109

Cooper City Hall: Yeah. Friday, October 20 seventh. They're having the Booper City here at the

897

02:15:01.210 --> 02:15:01.980

Cooper City Hall: Click

898

02:15:02.250 --> 02:15:30.940

Cooper City Hall: Memorial Park. Thank you. That event was that this would be the second year. It was awesome last year that you know a haunted house and stuff, and then the next morning the trick tree tri shop to shop will be at countryside shops on Saturday. What does that start like? 9 am. Or something? Yeah. So just think not this weekend coming up. But next weekend you're gonna have Friday night, Saturday, this weekend.

899

02:15:31.060 --> 02:15:39.570

Cooper City Hall: Oh, wow! Okay, sorry this Friday and Saturday. So you know every costumes. And we'll see you guys there?

900

02:15:40.380 --> 02:15:45.129

Cooper City Hall: Very good. Thank you. Commissioner Katzmann. Thank you.

901

02:15:45.140 --> 02:15:52.730

Cooper City Hall: I just wanted to thank the the city for hosting leadership, broward and youth leadership broward.

902

02:15:53.200 --> 02:15:59.700

Cooper City Hall: I'm very involved in this organization, and we had a really wonderful

903

02:15:59.800 --> 02:16:25.439

Cooper City Hall: day for the adults and a wonderful day for the the high school juniors who are part of all the schools in the county. And really showing them what local government is about, amongst other things, and was proud to have it here and at our home city in Cooper City. So I thank you, Mister Manager, as well as Lisa Emerovich, who helped a lot with the logistics and Jonathan Lopez and and the entire team.

904

02:16:25.830 --> 02:16:28.010

Cooper City Hall: Thank you. Thank you. Commissioner Malosi.

905

02:16:28.990 --> 02:16:38.789

Cooper City Hall: several things. I'd also like to echo Commissioner Green on congratulating potential church for 45 years. That is a phenomenal

906

02:16:39.040 --> 02:16:40.379

Cooper City Hall: on feet

907

02:16:41.070 --> 02:16:54.879

Cooper City Hall: number 2. With triple treating comes children in the streets, so just be careful. Be cognizant of that when you're driving, because they heh children just don't look. They just walk and and and all bets are off

908

02:16:54.920 --> 02:17:05.620

Cooper City Hall: and if there's good candy, then they're running and then, lastly, I want to pose this to the Mayor. Cooper City High School had

909

02:17:05.730 --> 02:17:19.410

Cooper City Hall: They were talking to me in my ptsa capacity about needing chess sets. and I know that you have the mayor's chess challenge, and I did not know if you had

910

02:17:19.450 --> 02:17:21.849

Cooper City Hall: chess sets that you could

911

02:17:22.410 --> 02:17:24.520

Cooper City Hall: donate said with love

912

02:17:24.549 --> 02:17:33.670

Cooper City Hall: to the Cooper City High School students, or, if you knew, because I know this is a countywide initiative, the mayor's chess. If there's any way that

913

02:17:34.000 --> 02:17:50.770

Cooper City Hall: there was any that Cooper City High School could get some chess sets, so I figured I would pose that to you and see what you said. All the chess sets that we have belong to Cooper City. I don't know how many they actually have. I don't know if they can spare some but talk to

914

02:17:50.910 --> 02:17:57.359

Cooper City Hall: city manager. and I'm sure. and there's nothing through the League or anything like that, because they're promoting

915

02:17:57.370 --> 02:18:02.329

Cooper City Hall: they're not. No, it it's it's the county was Keyword countywide.

916

02:18:02.340 --> 02:18:07.980

Cooper City Hall: City County was doing it. Nothing through Broward League of Cities that I'm aware of at all.

917

02:18:08.010 --> 02:18:10.840

Cooper City Hall: Okay, it was worth a shot. Alright, thank you.

918

02:18:11.389 --> 02:18:17.140

Cooper City Hall: again. Funny how you come into contact with people and potential church

919

02:18:17.190 --> 02:18:21.620

Cooper City Hall: came on my radar quite a number of years ago, maybe about

920

02:18:22.030 --> 02:18:25.910

Cooper City Hall: I'd say 9 to 10 years ago, and

921

02:18:27.100 --> 02:18:37.430

Cooper City Hall: it was an issue that needed a little attention. And so I contacted them. They came over.

922

02:18:37.840 --> 02:18:41.919

Cooper City Hall: and I've got to tell you a friendship second to none.

923

02:18:42.170 --> 02:18:59.949

Cooper City Hall: because they've helped out Cooper City in times of need, helped out clean the parks, help! Help! Put up hurricane shutters and take down hurricane shutters for our residents. They have been there, and and we have been there for them as well and and candidly, it is a a wonderful

924

02:19:00.059 --> 02:19:13.610

Cooper City Hall: relationship, and they do make Cooper City that much more of a place that can be called someplace special. So congratulations on your 45. I will be there this weekend to do the same in person.

925

02:19:13.690 --> 02:19:15.490

Cooper City Hall: Captain DG. Bonnie.

926

02:19:15.639 --> 02:19:20.520

Cooper City Hall: wherever you went, thank you for your 3 years of service to us.

927

02:19:20.530 --> 02:19:28.629

Cooper City Hall: I think it was retiree that said, You better keep em. Well, we we want to keep them a.

928

02:19:28.969 --> 02:19:35.220

Cooper City Hall: but doing so well, you you shine the light on yourself, and I'm sure the sheriff has seen it.

929

02:19:35.250 --> 02:19:40.110

Cooper City Hall: and and while I never stand in the way of a man's promotion

930

02:19:40.200 --> 02:19:42.060

you might be different.

931

02:19:42.070 --> 02:19:57.999

Cooper City Hall: You you do make Cooper City proud and and candidly, and for my third and last item, you were part and parcel of what I spoke of when I was at the White House this week, and they asked about what you did with the Arpa money.

932

02:19:58.140 --> 02:20:06.679

Cooper City Hall: and I talked about the real time Crime Center, and I was the only one that had something different other than we used it for our water. We used it for our sewers.

933

02:20:06.860 --> 02:20:11.170

Cooper City Hall: you know capital improvement projects well when they heard that they were taking notes.

934

02:20:11.220 --> 02:20:16.410

Cooper City Hall: and and rightfully so. So thank you very much for that, and

935

02:20:17.450 --> 02:20:24.959

Cooper City Hall: I appreciate I appreciate your efforts. Having said that we have public comments. Anyone wishing to speak at this time.

936

02:20:29.300 --> 02:20:33.769

Cooper City Hall: If if you want to go up to Mike, please. Thank you.

937

02:20:36.850 --> 02:20:41.180

Cooper City Hall: Carol Henderson, 9, 1, 1 6, South West 50 s Street.

938

02:20:41.380 --> 02:20:59.230

Cooper City Hall: The other thing that we wanted to report we live right here down ninetieth I know he already mentioned about the children on the bicycles playing chicken with the cars, the tweens and teens, and the golf carts of the underage drivers was the other thing that we wanted to mention.

939

02:20:59.260 --> 02:21:23.999

Cooper City Hall: I would be interested in the fire department if there was any kind of community. Cpr. That the residents could get, because we know Cpr. Saves lives. If there was any kind of like Community Day where we could get free. Cpr, you know. Because we know how much that helps coming up to discuss that with you. Okay.

940

02:21:24.590 --> 02:21:25.530

Cooper City Hall: how are you doing?

941

02:21:27.390 --> 02:21:29.110

Cooper City Hall: Yes, we have

942

02:21:29.510 --> 02:21:34.780

Cooper City Hall: couple different programs for Cpr. As well as stop the bleed.

943

02:21:35.000 --> 02:21:47.809

Cooper City Hall: We have one of our lieutenants, Abe Valiante. that will do American Heart Association, where you're actually certified. And then our Cooper City cert members.

944

02:21:47.910 --> 02:21:52.369

Cooper City Hall: We'll do hands-on Cpr and stop the bleed

945

02:21:52.610 --> 02:22:01.729

Cooper City Hall: where there's no certification. But you will learn the technique to do the Cpr, so we have 2 options for the residents.

946

02:22:01.960 --> 02:22:11.069

Cooper City Hall: When we do the events throughout the city. The next one is going to be E to the B. Coming up on November third.

947

02:22:11.240 --> 02:22:21.989

Cooper City Hall: Our so truck will be out there along with our members, and they will be available to show hands-on Cpr. And stop the bleed.

948

02:22:22.310 --> 02:22:27.089

Cooper City Hall: So these events, their cert members, will be out there on all the city events

949

02:22:27.140 --> 02:22:34.770

Cooper City Hall: as well as if you contact the fire department, and you want to get American hearts certified.

950

02:22:34.860 --> 02:22:38.599

Cooper City Hall: we can set that up for you also. Thank you.

951

02:22:39.530 --> 02:22:46.220

Cooper City Hall: Having said that, do I have anyone on virtual? No, sir, motion to now take the motion. Thank you.

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Public Works and Utilities

DATE: November 14, 2023

SUBJECT: Motion to approve the execution of an Agreement with Gomez & Son Fence Corp. for Fence Replacement, Repair and Installation Services throughout the City. – **Public Works & Utilities**

CITY MANAGER RECOMMENDATION:
The City Manager recommends the Commission approve the execution of an agreement with Gomez & Son Fence Corp. for Fence Replacement and Installation Services throughout the City.

BACKGROUND OF ITEM:
On February 14, 2017, the City entered into an agreement with NDR Maintenance Service, Inc. for Ranch Style PVC Fence, Invitation to Bid ("ITB") 2017-3-PW and on September 9, 2020, the City entered into an agreement with NDR Maintenance Service, Inc. for Fence Replacement, Repair and Installation Services, ITB 2020-5-PW/UTL, both of which are expired. Solicitation 2023-5-PW/UTL is a consolidation of the 2 afore named contracts. For the Public Works and Utilities Departments, these contracts are an integral part of our infrastructure. Fences are an essential components of our community, offering security, privacy, and aesthetic appeal throughout the City. For public areas such as parks, they enhance the visual charm of our neighborhoods and offer a more secure and welcoming environment for all residents.

ANALYSIS:
On August 17, 2023, Procurement issued Invitation to Bid 2023-5-PW/UTL. The City received three (3) bids in response to the solicitation. The bid submitted by Gomez & Son Fence Corp. has met the solicitation requirements and was deemed responsive and responsible bidder.

STRATEGIC PLAN:
This item supports the 2022-2027 Commission Strategic Plan, specifically advancing:

Priority 2: Proactive Public Safety – Provide proactive public safety through a commitment to professional services and innovative processes so the quality of life and well-being of residents is continually improved.

- Maintain a low-level crime rate to maintain and enhance the quality of life in Cooper City.
- Increases deterrence of crime

Priority 3: A Strong Sense of Place – Establish "a strong sense of place" through creation of unique spaces that foster community pride, increase social interaction and commercial marketability with the purpose of improving economic stability, increasing property values and impacting the memories of Cooper City residents.

- Redevelop underutilized spaces to achieve a strong sense of place and increased property values.
- Strengthen the connectivity of City-wide facilities, common areas, and business centers.

Priority 4: Citywide Revitalization – Maintain and improve the City's infrastructure and appearance to support and ensure a sustainable and beautiful environment.

- Assess the appearance of citywide parks and green spaces and make enhancement where needed to meet the needs of the community.

PROCUREMENT: Sec. 2-256 – Methods of source selection (a) (1) Competitive sealed bidding – Invitation to Bid

FISCAL IMPACT:
The City Commission approved and funded $19,000.00 in the Capital Project Fund 300-314-563310-572-PW002 Park Perimeter Fence Replacement line for FY24.

General Ledger Acct. Number	Budgeted Amount		Requested Amount	Remaining Amount
300-314-563310-572-PW002 (Park Perimeter Fence Replacement)	$19,000.00		$19,000.00	$0.00

ATTACHMENTS:

1. Term Contract Agreement Gomez & Son Fence Corp – Signed
2. Exhibit A – ITB 2023-5-PW and UTL Fence Replacement Repair and Installation Services
3. Exhibit B – Gomez and Son Fence Proposal
4. Bid Tabulation – ITB 2023-5-PW-UTL
5. Vendor Compliance Gomez & Son Fence

Workflow History

User	Task	Action	Date/Time
Davis, Friseta	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	11/02/23 09:27 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/02/23 09:28 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/02/23 10:03 AM
Allen, Tedra	Assigned to City Clerk	Route to Purchasing	11/08/23 04:29 PM
Allen, Tedra	Assigned to Purchasing	COMPLETE: Forward to ...	11/08/23 04:33 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	11/09/23 10:29 AM
Allen, Tedra	END WORKFLOW - APPROVED		11/09/23 10:53 AM

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND GOMEZ & SON FENCE CORP.

THIS IS AN AGREEMENT, dated the _____ day of _____, 20___, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, FL 33328** (hereinafter referred to as the "CITY")

and

GOMEZ & SON FENCE CORP., a **fence installation and maintenance services** company, authorized to do business in the State of Florida, with a business address of **10805 NW 22nd Street, Miami, FL 33172** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, August 17, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **fence installation and maintenance services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB 2023-5-PW/UTL
FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES

1.2 On **Thursday, September 21, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **fence installation and maintenance services ,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications for, **ITB 2023-5-PW/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 the date of issuance of a Notice to Proceed. This Agreement may be renewed for up to one (1) additional two (2) 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:

GOMEZ & SON FENCE CORP.
Attn: Caridad Gomez
10805 NW 22nd Street
Miami, FL 33172

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 S.W. 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 **Owner/President**
Caridad Gomez
GOMEZ & SON FENCE CORP.
10805 NW 22nd Street
Miami, FL 33172
E-mail: ca@gomezfence.com
Telephone No: (305) 471-8922

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.

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____
CITY CLERK

By: _____
CITY MANAGER

By: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

By: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

GOMEZ & SON FENCE CORP., a Florida Corporation

By: _____
Name: Caridad Gomez
Title: _____

Digitally signed by Caridad Gomez
Date: 2023.10.31 12:50:43 -04'00'

STATE OF FL
COUNTY OF Miami-Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Caridad Gomez as owner/President of **GOMEZ & SON FENCE CORP.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **GOMEZ & SON FENCE CORP.** 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 1 day of November, 2023.

ISABEL PANEQUE
Notary Public - State of Florida
Commission # HH 017754
My Comm. Expires Jul 23, 2024
Bonded through National Notary Assn.

Isabel Paneque
NOTARY PUBLIC

Isabel Paneque
(Name of Notary Typed, Printed or Stamped)

My Commission Expires: July 23, 2024

EXHIBIT A

CITY OF COOPER CITY, FLORIDA

INVITATION TO BID

FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES ITB 2023-5-PW/UTL

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268
Purchasing@CooperCity.gov

Release Date: Thursday, August 17, 2023
Due Date: Thursday, September 21, 2023

CITY OF COOPER CITY
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Thursday, September 21, 2023 from qualified contractors that can perform FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES for the City's Public Works ("PW") and Utility ("UTL") fences. Bidders shall comply with the terms, conditions, and specifications contained in this solicitation.

FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES
ITB 2023-5-PW/UTL

The detailed Invitation to Bid (ITB) shall be obtained online at www.DemandStar.com.

Bids must be received ONLINE using the www.demandstar.com E-bidding platform. The complete submittal must be received no later than 3:00 PM (EST), Thursday, September 21, 2023. . It is anticipated that bids will be opened at approximately 3:01 P.M. EST at the Commission Chambers located at 9090 Southwest 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.
The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Invitation to Bid between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY
City Clerk's Office

Please publish one (1) time on: Saturday, August 19, 2023

Please send invoice and proof of publication to:

Tedra Allen, City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328
Tallen@CooperCity.gov

SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

1.1. PURPOSE

The City of Cooper City (the "City") is seeking a company to FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES. The successful bidder will be expected to provide FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES at the locations specified by the City. The successful bidder will furnish all necessary labor, supervision, equipment, materials, insurance, and incidentals to install new, repair, and remove existing different types of fencing throughout the City of Cooper City, in accordance with the contract specifications, terms and conditions, and shall exercise control over such personnel employed by them to fulfill the requirements of the contract.

1.2. DUE DATE & SUBMITTALS

1.2.1. All bids are due no later than 3:00 PM (EST), Thursday, September 21, 2023, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

1.2.2. Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

1.2.3. The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4. Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

1.3. PRE-BID MEETING - NOT REQUIRED FOR THIS BID

1.4. ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5. CONTRACT TERM

1.5.1 The contract shall be for an initial period of three (3) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for one (1) additional one (2) year term under the same terms and conditions, if mutually agreed in writing by both parties.

1.5.2 Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6. SUPPLY/DELIVERY LOCATION/WORK

Contract will cover various fences located within Cooper City.

1.7. PRICE

It is requested that bidders quote fixed prices that will be guaranteed to the City for a period of 120-days, commencing on the bid submittal due date. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8. EQUITABLE ADJUSTMENT

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Purchasing Division and shall be an amount not to exceed 10% of the contract value.

1.9. METHOD OF AWARD

1.9.1. The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

1.9.2. Bidder must bid on all standard items listed on Bid Form to qualify for award of the contract.

1.9.3. The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4. Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5. The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6. The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the work authorizations are collectively an integral part of the contract between the City and the successful Bidder.

1.9.7. While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Agent, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.9.8. The City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

1.10. INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 5% retainage on each progress payment until all work is complete. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

1.11. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12. WRITTEN CONTRACT

The awarded Bidder/Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

1.13. OPTIONAL CONTRACT USAGE/PIGGYBACK STATEMENT

Contractor is requested to indicate on the Bid if they will extend the pricing, terms and conditions of this bid to other government agencies, if the Contractor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies following the award of this contract.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Release Bid	Thursday, August 17, 2023
Last Date for Receipt of Questions of a Material Nature	Thursday, September 7, 2023
BIDS DUE (Prior to 3:00PM EST)	**Thursday, September 21, 2023**
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

SPECIAL CONDITIONS
Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1. BID TABULATIONS
Bidders desiring a copy of the bid tabulation may obtain one online at www.DemandStar.com.

3.2. NO BID
If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Bidder shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

3.3. BILLING INSTRUCTIONS
Invoices, unless otherwise indicated, shall show any applicable purchase order number, Work Authorization, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50th Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to AccountsPayable@CooperCity.gov.

3.4. TAXES
The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

3.5. EQUIVALENTS
If Bidder offers makes of equipment or brands of supplies other than those specified in the Invitation to Bid, he shall so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

3.6. MISTAKES
Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

3.7. CONDITIONS AND PACKAGING
It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.8. QUALITY
All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.9. CANCELLATION
In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Division shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.10. PROTESTS, APPEALS AND DISPUTES
Protests shall be submitted in writing to the Purchasing Division no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the City Commission. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.11. PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT
If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.8 for details).

3.12. COMPLETE PROJECT REQUIRED
Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project.

3.13. PRICES QUOTED
Bidder shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

3.14. UNDERWRITERS' LABORATORIES (the "UL")
Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.15. NON-CONFORMANCE TO CONTRACT CONDITIONS
Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Bidder. Any violation of these stipulations may also result in:

a. Vendor's name being removed from the vendor list;
b. All City Departments being advised not to do business with vendor.

3.16. DISPUTES
In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.17. LEGAL REQUIREMENTS
Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

3.18. PATENTS AND ROYALTIES
The Bidder, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.19. OSHA
The Bidder warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

3.20. ANTI-DISCRIMINATION
The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.21. DEFAULT
In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

3.22. SUBSTITUTIONS
The City SHALL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Bidder's expense.

3.23. BIDDER'S FACILITIES
The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.24. DISCLAIMER
The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

3.25. EVIDENCE

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.

3.26. DEMONSTRATION OF COMPETENCY

3.26.1. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.26.2. The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Bidder as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.26.3. The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

3.26.4. The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.27. ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.28. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder and persons employed or utilized by the Bidder in the performance of the Contract.

3.29. NON-EXCLUSIVE

The City retains the right to procure services from other providers.

3.30. SUNSHINE LAW

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.31. FORCE MAJEURE

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces

and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

3.32. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed, or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. The Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid:

3.32.1. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

3.32.2. Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

3.32.3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.32.4. The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

3.32.5. No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Bidder.

3.33. CONE OF SILENCE

A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Invitation to Bid/Invitation to Bid between:
   i. a potential vendor, service provider, Bidder, lobbyist, or consultant, and;
   ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee.

B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.

C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

   Exceptions to Applicability: The provisions of this section shall not apply to:

   i. Oral communications at pre-solicitation meetings;
   ii. Oral presentations before selection or evaluation committees;
   iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
   iv. Communications regarding a particular solicitation between potential vendor, service provider, Bidder, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the

procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

D. Penalties: Violation of this section by a particular Bidder shall render any award to said Bidder potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

E. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.34. ELIGIBILITY

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

3.35. TIE BIDS/PREFERENCE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

3.35.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

3.35.2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3.35.3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

3.35.4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3.35.5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

3.35.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.36. SPOT MARKET PRICING: N/A

3.37. PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.38. TERMINATION FOR DEFAULT

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that

if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.40.

3.39. TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.40. CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.41. GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.42. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.43. AUDITS

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.44. PUBLIC RECORDS:

A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

G. In accordance with Section 119.0701(1)(a), Florida Statutes, **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 CUSTODIAN OF PUBLIC RECORDS:**

TEDRA ALLEN / CITY CLERK
CITY OF COOPER CITY
9090 SW 50th PLACE
COOPER CITY, FL 33328
PRR@COOPERCITY.GOV

3.45. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

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.

3.46. E-VERIFY

A. 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.

[END OF SECTION]

SECTION IV – SPECIAL CONDITIONS

4.1. GENERAL CONDITIONS
The General Conditions shown above (Section III) are modified as follows.

4.2. TIME OF COMPLETION
Time is a very important factor in the performance of this work. The time for final completion and readiness for final payment are to be set forth in the bid and shall become part of the contract documents**.** Violation may void the contract, and/or preclude the contractor from bidding additional projects for the City, until such time that the work has been satisfactorily completed and inspected.

4.3. INSURANCE
Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful 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 Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non- contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

4.3.1. REQUIRED INSURANCE

Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide City with certified copies of all insurance policies providing coverage as required. The awarded vendor shall maintain insurance coverage against claims relating to any act or omission by Successful Proposer, its agents, representatives, employees, or Subcontractor in connection with the Contract. City reserves the right at any time to review and adjust the limits and types of coverage required.

4.3.1.1. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

4.3.1.2. 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

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

4.3.1.3. 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

4.3.2. REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. 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.

4.3.3. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) - NOT REQUIRED FOR THIS SOLICITATION

Contractor shall provide coverage for all claims arising out of the services performed with limits not less than $1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies. Sexual Abuse may not be excluded from any policy.

4.3.4. BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS SOLICITATION

The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars ($5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

4.4. PERMITS, FEES AND NOTICES

4.4.1. The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.

4.4.2. The Successful proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

4.4.3. The Successful proposer shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5. BONDS

4.5.1. PERFORMANCE/PAYMENT BOND - NOT REQUIRED FOR THIS BID

All task orders that exceed $100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Bidder.

4.5.2. BID BOND - NOT REQUIRED FOR THIS BID

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attachment O) issued by an authorized surety.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder shall be forfeited. Such forfeiture shall be City's exclusive remedy if Bidder defaults. The Bid security of Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

The Bid security of Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the Bid opening.

4.6. VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

4.7. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8. SELLING, TRANSFERRING OR ASSIGNING CONTRACT
No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

4.9. SUBSTITUTION OF PERSONNEL
It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

4.10. DAMAGE TO PUBLIC OR PRIVATE PROPERTY
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

4.11. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by bidders in responding to this solicitation.

4.12. INVOICES/PAYMENT
Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

The City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the contractor's work product, and agreement cannot be reached between the City and the contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13. DELETION OR MODIFICATION OF SERVICES
The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion .If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14. REQUESTS FOR MODIFICATION
The City reserves the right to request that the Bidder modify his bid to more fully meet the needs of the City.

4.15. BID ACKNOWLEDGMENT
By submitting a bid, the bidder certifies that he has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16. REQUESTS FOR ADDITIONAL INFORMATION BY CITY
The bidder shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17. ACCEPTANCE/REJECTION/MODIFICATION TO BIDS
The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.

4.18. ALTERNATE BIDS
An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the Request for Bid which differs from the approach set forth in the solicitation. An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid. Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation. The City shall, during the initial evaluation process, consider all alternate bids submitted.

4.19. ADDENDUM OR AMENDMENT TO REQUEST FOR BID
If it becomes necessary to revise or amend any part of this Request for Bid, the City's Purchasing Division shall furnish the revision by written Addendum and will place it on the City's website.

4.20. PROPRIETARY INFORMATION
In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bid and the responses are in the public domain. However, the bidders are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from bidders in response to this Request for Bid will become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21. RECORDS RETENTION
The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22. CONTRACT DOCUMENT
The entire contents of this Invitation to Bid, along with the Bidder's Bid and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

4.23. PERFORMANCE STANDARDS
If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR;**
ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

4.24. LIQUIDATED DAMAGES

Liquidated damages of $500.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

4.25. FEMA REQUIREMENTS

Any reference made to CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

4.25.1. CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

4.25.2. If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

4.25.3. Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

4.25.3.1. Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

4.25.3.2. Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

4.25.3.3. Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

4.25.3.4. Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

4.25.3.5. Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

4.25.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

4.25.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

4.25.3.8. Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

4.25.3.9. Recovered Materials.

(1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting Contract performance requirements; or
iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

4.25.3.10. Pursuant to 44 CFR 13.36(i)(7), contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

4.25.3.11. Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

4.25.3.12. Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4.25.3.13. No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.25.3.14. DHS Seal, Logo, and Flags. The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.25.3.15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25.3.16. Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

[END OF SECTION]

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1. SCOPE OF WORK
In general, the scope of work consists of furnishing all materials, equipment and labor necessary for the repair, removal and installation of various types of fencing citywide.

The work will include:

I. Fence framework, rails, bracing, tensioning and accessories;
II. posts, post tops and post bases;
III. manual swinging gates and related hardware;
IV. fabric (if necessary)

5.2. RELATED WORK
Grounding when required per NEC sections 250.190 and 250.194.

5.3. LOCATIONS
Vendor will provide fence management services for various fence sites located within Cooper City, Florida.

5.4. QUALITY ASSURANCE

5.4.1 Manufacturer: Products shall be from qualified manufacturer having a minimum of three (3) years' experience manufacturing products defined in the Scope of Work. The manufacturer shall provide certification of compliance with all applicable laws of domesticity and shall obtain products, including accessories, fittings, and fastenings, from a single source.

5.4.2 Installer: The installer shall have a minimum of three (3) years installation experience of similar equipment.

5.4.3 Procure all necessary and usual inspections and certificates for all work to be installed. Deliver same to Owner/Owners representative before final acceptance.

5.5 GUARANTEE
The contractor shall provide a written guarantee to the owner specifying that any defects in material and/or workmanship shall be replaced and/or repaired at no cost to the owner for a period of one year from date of written acceptance by the owner. Galvanized fabric shall have a 25 year factory warranty against failure due to rust or corrosion in normal applications.

5.6 FENCE REMOVAL & DISPOSAL
Contractor shall remove from work site and dispose of all existing posts, slats, runners, walk gates, accessories, fasteners and/or other construction related materials/debris. Any holes remaining from post removal shall be filled with dry sand.

Contractor shall remove all debris, from all sites, on a daily basis. Debris may be hauled away by Contractor or placed in a Waste Management dumpster provided by the City's solid waste hauler, Waste Management. To arrange for a dumpster, contact Waste Management at 954-974-7500.

5.7 WORKING HOURS
All work shall be performed between the hours of 7:30AM-5:00PM, Monday through Friday, unless otherwise specified by the City's designee.

5.8 EMERGENCY CALLS
Emergency calls are defined as Overtime, Emergency Service, Weekends and Holidays. Emergency calls must be responded to within two (2) hours. When emergencies occur after 3:00PM on normal workdays, and the service extends beyond 5:00PM, work performed after 5:00PM be at the Hourly EMERGENCY Labor Rate. Similar emergency work before and up to 7:30AM will be at the Hourly EMERGENCY Labor Rate.

5.9 TYPES OF FENCE (BY GROUPS)

5.9.1 GROUP A - CHAIN LINK FENCE

5.9.1.2 FRAMEWORK

ASTM Al20 -Schedule 40 Pipe, hot-dip galvanized to 1.80 oz. /sq. ft. minimum.

5.9.1.3 CHAIN LINK FABRIC

A. Galvanized
Zinc coat all parts after fabrication using zinc grade "E" in accordance with Federal Specification QQ-2-351, averaging not less than 1.2 oz. of zinc per square foot of surface. Fabric to be zinc coated steel 9 gauge with 2" mesh, ASTM A-491, 0.40 oz. per square foot.

B. Tennis Court Fencing
Same as galvanized except that mesh to be 1 3/4" instead of 2".

C. Backstop Fencing
Same as galvanized except that lower ten feet of backstop shall be 6-gauge. Remainder of vertical height of back stop shall be priced as 9-gauge galvanized fabric for the height required to complete backstop. Additionally, support posts shall be 4" diameter.

D. PVC coated
11 gauge galvanized wire which will be PVC coated to make fencing equivalent to 9-gauge.

E. Security Fence
6 Gauge core, PVC coated to 8 gauge. 1/2" mesh, Knuckle + Knuckle.

F. Gates

F.1 Selvage edges
Knuckle fabric 72 inches high and under on both selvages. Knuckle fabric above 72 inches high over at bottom selvage and twist barb at top. Top/Bottom horizontal rail: 1-5/8" O.D. schedule 40 pipe.

F.2 Swing
Welded frames of same material as fence framework all welds thoroughly cleaned and coated with a suitable rust preventive paint. Gate frames to have interior horizontal and/or vertical bracing wherever the height or width of the gate frame exceeds 5 feet, and additional diagonal bracing for gate frames over 12 feet wide. Gate frames to be filled with chain link fabric to match that used in the fence. Contractor will install hold-backs for each wing of the swing gate.

G. Gate Hardware
Hinges, latches and all other moving parts of gates to be of certified malleable cast iron, with all components hot-dip galvanized. Hinges to be a ball-and-socket design with offset arms to permit a full 180 deg. swing from the closed to the open position. Single gate latches to be so designed as to permit the gate to swing in only one direction. All latches to have drop sleeve and provision for positive locking with a padlock; wraparound chains are not permitted for this purpose. Padlocks and keys by others.

H. Concrete mix
ASTM C94 -Portland cement, 3500 psi @28 days, 2 inch-3 inch slump.

5.9.1.4 CHAIN LINK COMPONENTS

A. Line Posts: 4ft fence-1.875 in OD 6-10ft fence-2.375 in OD 12ft fence-2.875 in OD

B. Corner and Terminal Posts: 2.875 inch outside diameter x 5.79 lbs. /ft.

C. Swing Gate Post: Gate Leaf Width Post Outside Diameter To 6 feet inclusive 2.875"-5.79 lbs. /ft. Over 6 to 13 feet 4.000"-9.11 lbs. /ft.

D. Brace Rail: 1.66” outside diameter x 2.27 lbs. /ft.

E. Swing Gate Frame: 1.90” outside diameter pipe for Perimeter of frame with interior bracing of 1.66” pipe.

F. Wire ties – 9 gauge aluminized wire, spaced 14” on center for tying fabric to line posts and 24” on center for tying fabric to rails and braces.

G. Hog Rings for securing chain link fabric to tension wire: 9 gauge aluminum hog rings spaced 24” on center.

5.9.1.5 CHAIN LINK INSTALLATION (ANSI, ASTM F567)
Installation shall be compliant with applicable Florida Building Codes and be performed by experienced technicians only.

Install line posts, corner posts, terminal posts and horizontal rails with brace bands, rail ends, rail sleeves, line post caps, tension bands, tension bars, chain link fabric and gates, to provide a rigid structure. Use manufacturer's standard fittings, fasteners and hardware.

A. Space line posts uniformly, and on 10' foot maximum centers.

B. Set all posts in concrete footings cast rough in the ground shall have a diameter of 10 inches for 4-8 ft. fence + 12 inched for 10&12ft fence and a depth of 24 inches for 4-6ft fence, 36inches for 8ft fence and 42 inches for 10-12 ft. fence.

C. Set all posts plumb, and true to line and grade. Where grade changes gradually from post to post, grade the posts to provide a "rolling" effect and to avoid abrupt changes in the top of the fence line. If abrupt changes in grade are encountered, accomplish them with the use of a corner or pull post, with the chain link fabric cut on a bias where necessary to provide tension over the entire height.

D. Set posts to within 6 inches maximum from bottom of concrete footings. Slope top of concrete for water runoff, with top of footing approximately ½ inch above finished grade.

E. Position bottom of fabric plus or minus one inch above finished grade.

F. Pass top rail or top tension wire through line post caps and attach securely to terminal posts.

G. Install brace rail and adjustable truss rod between all end, corner and gate posts and first adjacent line post.

H. Stretch chain link fabric taut between terminal posts, supporting its weight as necessary with temporary tie wires.

I. Attach fabric to end, corner and gate posts with tension bars, and tension bands, using one less band than the height of the fabric in feet, or approximately 14" on center.

J. Attach fabric to horizontal rails with 9 gauge aluminum wire ties, approximately 24 inches on center.

K. Attach fabric to line posts with 9 gauge aluminum wire ties approximately 14 inches on center. Securely form the double locking ends and hammer down flat on the back side of the post.

5.9.1.6 CERTIFICATION
Mill certification of material used such as grade of steel, galvanizing, and coating thickness for aluminum-coated steel may be requested and shall be provided by the contractor at no additional cost to the owner.

5.9.2 GROUP B – WOOD FENCE

5.9.2.1 MATERIAL

A. Posts, runners and slats shall be pressure treated southern yellow pine. Preservative shall be waterborne and suitable for ground contact in accordance with the American Wood Protection Association (AWPA).

Sized as follows:

- Post: 4-inch by 4-inch (nominal).
- Runner: 2-inch by 4-inch (nominal).
- Slat: 1-inch by 6-inch (nominal).

B. Accessories and Fasteners:
Latches, hinges, canes, bolts, nails and fasteners shall be galvanized coated.

5.9.2.2 CONCRETE MIX

Fast-setting commercial grade having minimum 3,000 psi compressive strength. Premixed sack-type mixture is acceptable.

5.9.2.3 FRAMEWORK

See "Wood Privacy Fence – Shadow Box" Details for dimensional requirements Exhibit A.

5.9.2.4 WOOD FENCE INSTALLATION

Installation shall be compliant with applicable Florida Building Codes and be performed by experienced technicians only.

A. Install Fencing
Defined as installing wood runners, wood slats and fasteners in accordance with the appropriate material specifications and details and removing from the work site and disposing any remaining soil and/or other construction related materials/debris. The Work Items will be paid on a per "each" (EA) unit cost for up to the first 8 feet installed and on a per "linear foot" (LF) unit cost for footage installed beyond 8 feet in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CITY.

B. Install Post
Defined as installing a post in accordance with the appropriate material specifications and details and removing from the work site and disposing any remaining soil and/or other construction related materials/debris. The Work Items will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CITY.

C. Install Walk Gate
Defined as installing a single-swing walk gate, accessories and fasteners in accordance with the appropriate material specifications and details and removing from the work site and disposing any remaining soil and/or other construction related materials/debris. The Work Items will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CITY.

D. Install Drive Gate
Defined as installing a double-swing drive gate, accessories and fasteners in accordance with the appropriate material specifications and details and removing from the work site and disposing any remaining soil and/or other construction related materials/debris. The Work Item will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CITY.

5.9.2.5 COLOR

Natural

5.9.3 GROUP C – VINYL (PVC) FENCE

5.9.3.1 MATERIAL
Product shall be manufactured and distributed by Illusions Vinyl Fence and shall be from either the V300 series or the V210 series; or pre-approved equal product.

A. Work Items and Measurement
The following descriptions explain the work that is to be completed as part of each Work Item. The Contractor shall provide all labor, equipment, tools and materials to complete the Work Items in accordance with the Contract Documents. The following Work Items correspond to the Work Items and Details listed on the "Pay Item Schedule" of the Bid Form.

5.9.3.2 VINYL (PVC) FENCE INSTALLATION
Installation shall be compliant with applicable Florida Building Codes and be performed by experienced technicians only.

A. Install Fencing
Defined as installing vinyl fence section in accordance with the appropriate material specifications and details and removing from the work site and disposing any remaining soil and/or other construction related materials/debris. The Work Items will be paid on a per "each" (EA) unit cost for up to the first 8 feet installed and on a per "linear foot" (LF) unit cost for footage installed beyond 8 feet in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CITY.

B. Install Post
Defined as installing a post in accordance with the appropriate material specifications and details and removing from the work site and disposing any remaining soil and/or other construction related materials/debris. The Work Items will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CITY.

C. Install Walk Gate
Defined as installing a single-swing walk gate, accessories and fasteners in accordance with the appropriate material specifications and details and removing from the work site and disposing any remaining soil and/or other construction related materials/debris. The Work Items will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CITY.

D. Install Drive Gate
Defined as installing a double-swing drive gate, accessories and fasteners in accordance with the appropriate material specifications and details and removing from the work site and disposing any remaining soil and/or other construction related materials/debris. The Work Item will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CITY.

5.9.3.3 COLOR
White and Classic Beige

5.9.4 GROUP D – ALUMINUM ROLLING FENCE
A number of City facilities have automatic gates. The attached Exhibit B illustrates the metal portion of the gate, which is included in this bid.

NOTE: The electrical components and controls are not part of this item and will be handled independent of this contract.

5.9.4.1 MATERIAL
Please refer to Exhibit B.

5.9.4.2 INSTALLATION
Installation shall be compliant with applicable Florida Building Codes and be performed by experienced technicians only.

Install line posts, corner posts, terminal posts and horizontal rails with brace bands, rail ends, rail sleeves, line post caps, tension bands, tension bars, truck assemblies, top track, hanger bracket, stop bars, hand guard, gate receiver latch, bottom

track, bottom guide, chain link fabric and gates, to provide a rigid structure. Use manufacturer's standard fittings, fasteners and hardware.

5.9.4.3 ALUMINUM ROLLING GATE MEASUREMENTS

A. Public Works
Entrance – 31 foot
Exit – 41 foot

B. East RV lot
Entrance – 25 foot
Exit – 22 foot

C. West RV lot
Entrance – 21 foot 6 inches
Exit – 22 foot 6 inches

D. Fleet
Single point of entry/exit - 39 foot 9 inches

5.9.5 GROUP E: CORE DRILLING

When required, Contractor shall remove a cylinder of concrete by using a hollow cylindrical drill to allow the installation of fence posts through concrete.

5.9.6 GROUP F: 3-RAIL, RANCH STYLE, PVC VINYL FENCE

5.9.6.1 MATERIAL

The style of fence and gates shall match that depicted in the photos and drawings below, and meet the specifications provided.

B. Work Items and Measurement

The following descriptions explain the work that is to be completed as part of each Work Item on an as-needed basis, upon approval of each task order. The Contractor shall provide all labor, equipment, tools and materials to complete the Work Items in accordance with the Contract Documents. The following Work Items correspond to the Work Items and Details listed on the "Pay Item Schedule" of the Bid Form.

5.9.6.2 RANCH STYLE VINYL (PVC) FENCE INSTALLATION

Installation shall be compliant with applicable Florida Building Codes and be performed by experienced technicians only.

B. Install Fencing

1. Obtaining all necessary underground utility locations.
2. Removal and disposal of existing fence.
3. All terminal posts must contain an "H" style, aluminum fence post stiffener.
4. All pyramid caps shall be applied with PVC glue and pressed firmly to the top of the post, to ensure the cap is secured.
5. Setting all posts in concrete footings cast rough in the ground, four times the diameter of the post, at least 28 inches deep. Top of concrete shall be sloped to provide water runoff, with top of footing approximately 2 inches above finish.
6. Setting all posts plumb and true to line and grade. Where grade changes gradually from post to post, grading of the posts to provide a "rolling" effect, and to avoid abrupt changes at the top of the fence line.
7. Daily removal of all debris from the work site. Debris shall not be permitted to accumulate on site.
8. Securing all open work areas on a daily basis.

C. Additional Requirements

In addition to the requirements shown above, the following must be adhered to:

1. Contractor shall remove all debris, from all sites, on a daily basis. Debris may be hauled away by Contractor or placed in a Waste Management dumpster provided by the City's solid waste hauler, Waste Management. To arrange for a dumpster, contact Waste Management at 954-974-7500.
2. Installation shall be compliant with applicable Florida Building Codes and be performed by experienced technicians only.
3. Fencing shall include any manufacturer's warranty, plus a one (1) year labor warranty.

D. Specifications

The style of fence and gates shall match that depicted in the photos and drawing below, and meet the following specifications:

Finished Height: 50" at top of post

Rails:

Heavy-duty Reinforced Vinyl Rails, .095 gauge, White
1 ½" x 5 ½" x 16'
Three (3) rails per 8' section of fence, spaced 10 ¾" between top and center rails,
11" between bottom rail and ground

Posts w/Pyramid Caps:

Heavy-duty Reinforced PVC, .150 gauge, White
5" x 5" x 84"

All terminal posts must contain an "H" style aluminum post stiffener, as pictured below.
Set 34" deep in concrete
Spaced 96" on center

Post Caps, Pyramid, .095 gauge, White, 5" x 5"

3-Rail Gates:

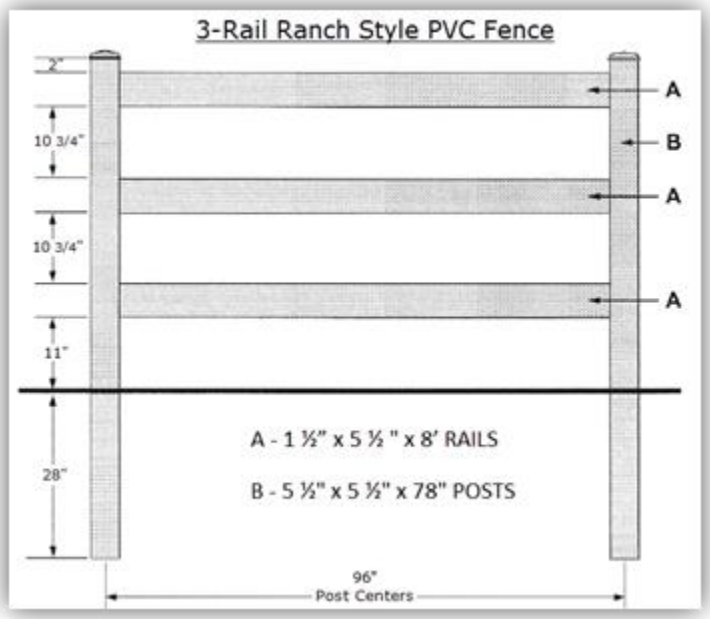
8' Double Door, 3-Rail Gate with V-Channel Braces (Two 4' sections), .095 gauge PVC, White **OR** 12' Double Door, 3-Rail Gate with V-Channel (Two 6' sections), .095 gauge PVC, White; welded or gates with V-braces are acceptable

1 ½" x 5 ½"

Spaced 10 ¾"+/- ½ inch between top and center rails, 11" between bottom rail and ground

Hardware: Heavy Duty Hinges & Latches, Stainless Steel, Black Finish

Gate must align with adjacent fence





Gate with V-Channel Brace



Natalie's Cove Park, 12107 Natalies Cove Road, Cooper City





5.9.5.3 COLOR
White

[END OF SECTION]

ATTACHMENT A
(Page 1 of 5)

City of Cooper City, Florida

BID FORM(S)

(5 pages)

FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES
ITB 2023-5-PW/UTL

Bids Due: Thursday, September 21, 2023

For information, contact the Purchasing Division:

954-434-4300 ext. #268
Purchasing@CooperCityFL.gov

Release Date: Thursday, August 17, 2023

Submitted by: _____
(Company name)

PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS.

ATTACHMENT A
(Page 2 of 5)

Project: FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES

Contract Identification: ITB 2023-5-PW/UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 90 days from the date of the bid opening. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:

   a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
   b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
   c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
   d. Bidder has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
   e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
   f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

4. Bid Submission:
Bids shall be submitted electronically via www.demandstar.com E-bidding platform.

5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to purchasing@coopercity.gov, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Thursday, September 7, 2023.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid

	Bid Form
	Questionnaire | Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (if applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers' Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Non-Conflict of Interest Statement
	Piggyback Statement on Pricing Sheet
	E-Verify Form

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ATTACHMENT A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: _____

Address: _____

Type of Business _____

_____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

_____

Alternate Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

_____

Company's Website: _____

Remit to Address: _____

Remit to Contact: _____

Name: _____

Tel: _____

Remit to Email: _____

ATTACHMENT A
(Page 5 of 5)

PRICING SHEET

GROUP A - CHAIN LINK FENCE	**Extended Grand Total**	**$**
GROUP B - WOOD FENCE	**Grand Total**	**$**
GROUP C - VINYL (PVC) FENCE	**Grand Total**	**$**
GROUP D - ALUMINUM ROLLING GATE	**Grand Total**	**$**
GROUP E - CORE DRILLING, AS REQUIRED	**Grand Total**	**$**
GROUP F – RANCH SYTLE, VINYL (PVC) FENCE	**Grand Total**	**$**
EMERGENCY CALLS	**Hourly Rate**	**$**

OPTIONAL CONTRACT USAGE/PIGGYBACK STATEMENT

Yes ____ / No _____

Submitted by:

_____
(Print)

Authorized Signature:

_____
(Sign)

Company Name:

_____

Date:

_____

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT B
(Page 1 of 2)

QUESTIONNAIRE | REFERENCE FORM

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. Bidders are prohibited from subcontracting the work to other firms.

Company Name: _____

1. Is fencing your primary line of business as described in the bid document?
YES_____ NO_____

2. What was the most recent project of this nature that your company completed?

_____ _____
_____

_____

Start Date: _____ Completion Date: _____

3. Name three agencies for which you have performed work and which the City may contact as your references (include addresses and telephone numbers): *CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE*.

Entity/Company Name: _____
Address: _____
Contact Name: _____
Contact's Tittle: _____
Telephone: _____
E-Mail (Required): _____
Contract Period: FROM: _____ TO: _____

Entity/Company Name: _____
Address: _____
Contact Name: _____
Contact's Tittle: _____
Telephone: _____
E-Mail (Required): _____
Contract Period: FROM: _____ TO: _____

Entity/Company Name: _____
Address: _____
Contact Name: _____
Contact's Tittle: _____
Telephone: _____
E-Mail (Required): _____
Contract Period: FROM: _____ TO: _____

4. How many years has your organization been in business? _____Years

5. Have you ever failed to complete work awarded to you; if so, where and why?

_____

6. List any lawsuits pending or completed involving the Corporation, partnership or individuals with more than ten (10%) interest:

_____

_____

a) List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

_____

_____

b) List all judgments from lawsuits in the past five (5) years which are concerned directly with the staff and facilities proposed for the contract:

_____

_____

7. List the name of the qualifying agent for the firm and his position (SEE NOTE BELOW):

_____

Certificate of Competency Number of qualifying Agent _____
Effective Date: _____ Expiration Date: _____
Licensed In: _____ City/County
Engineering Contractor's License #_____ Expiration Date: _____

NOTE: A Broward County Engineering Contractor's License or a State of Florida General Contractor's License is required for working within pubic rights-of-way of Broward County maintained streets. Contractor must have proper licensing prior to submitting bid and should submit evidence of same with bid. Broward County Licensing Office Telephone: 954-765-4400

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT C

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT D

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT E

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)
for: _____
(print name of entity submitting sworn statement)
whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)
I, being duly first sworn state:
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

_____
Signature

ATTACHMENT F

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:
The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite City State

State and Date of Incorporation:

_____ _____
Signature of Affiant Date

_____
Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT G

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO._____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

1. A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

2. The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

3. This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I)_____Partnership, Joint Venture, Estate or Trust
(II)_____Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER BIDDER'S LEGAL NAME

ATTACHMENT H

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ – ___ – ____

or

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Click Here to Sign | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT I

REQUEST FOR PROOF OF WORKERS' COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.

ATTACHMENT J

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

   Full Legal Name Address Ownership

   _____ %

   _____ %

   _____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT K

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Signature of Affiant

_____
Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

_____
Date

ATTACHMENT L

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(*Print Name*) (*Company Name*)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

A. A. I am the _____of _____ with a [Insert Title] [Insert Company Name]

local office in _____and principal office in_____.

B. The entity hereby submits a proposal/offer in response to ITB 2023-5-PW/UTL**,** FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES**.**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

_____ _____

Signature of Affiant **Date**

_____

Printed Name & Title of

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

ATTACHMENT N
(Page 2 of 2)

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

SPECIMEN AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND ::INSERT COMPANY NAME::

THIS IS AN AGREEMENT, dated the _____ day of _____, 20___, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")
and

::INSERT COMPANY NAME::, a **fence management services company** , authorized to do business in the State of Florida, with a business address of **INSERT ADDRESS 1, INSERT ADDRESS 2** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, August 17, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **fence management services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB 2023-5-PW/UTL
"FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES"

1.2 On **Thursday, September 21, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **,** 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, **"ITB 2023-5-PW/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 the date of issuance of a Notice to Proceed. This Agreement may be renewed for up to one (1) additional two (2) 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:

::INSERT COMPANY NAME::
Attn: INSERT CONTACT PERSON
INSERT ADDRESS 1
INSERT ADDRESS 2

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.

7.1.1 REQUIRED INSURANCE

7.1.1.1 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.

7.1.1.2 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

7.1.1.3 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

7.1.1.4 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.

7.1.1.5 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 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCityFL.org

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

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

A. 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.

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY
Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor
Insert_Contact_Position
INSERT CONTACT PERSON
::INSERT COMPANY NAME::
INSERT ADDRESS 1
INSERT ADDRESS 2
E-mail: insert_contact_email
Telephone No: insert_contact_phone

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____
CITY CLERK

By: _____
CITY MANAGER

By: _____
CITY MAYOR

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

::INSERT COMPANY NAME::

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **::INSERT COMPANY NAME::**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **::INSERT COMPANY NAME::** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____day of _____, 20___.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

ATTACHMENT A
(Page 1 of 5)

City of Cooper City, Florida

BID FORM(S)

(5 pages)

FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES ITB 2023-5-PW/UTL

Bids Due: Thursday, September 21, 2023

For information, contact the Purchasing Division:

954-434-4300 ext. #268
Purchasing@CooperCityFL.gov

Release Date: Thursday, August 17, 2023

Submitted by: Gomez & Son Fence Corp.
(Company name)

PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS.

ATTACHMENT A
(Page 2 of 5)

Project: FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES

Contract Identification: ITB 2023-5-PW/UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 90 days from the date of the bid opening. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:

   a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
   b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
   c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
   d. Bidder has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
   e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
   f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

4. Bid Submission:
Bids shall be submitted electronically via www.demandstar.com E-bidding platform.

5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to purchasing@coopercity.gov, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Thursday, September 7, 2023.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid

X	Bid Form
X	Questionnaire | Reference Form
X	Public Entity Crimes (PEC) Form
X	ADA Affidavit
X	Business Entity Affidavit
X	Bidder's Foreign (Non-Florida) Corporate Statement (if applicable)
X	W-9, Request for Taxpayer Identification Number
X	Proof of Workers' Compensation Insurance or Exemption
X	Proof of Liability Insurance
X	Ownership Disclosure Affidavit
X	Drug-Free Workplace Certificate
X	Employee Background Verification Affidavit
X	Non-Conflict of Interest Statement
X	Piggyback Statement on Pricing Sheet
X	E-Verify Form

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ATTACHMENT A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: Gomez & Son Fence Corp.

Address: 10805 NW 22 ST. Miami, FL 33172

Type of Business Fencing

Primary Contact: Caridad Gomez

Title: Owner / President

Tel: (305) 471-8922 Mobile: (305) 471-8922

Email Address (Required): ca@gomezfence.com

Alternate Contact: Julie Bush

Title: Estimator

Tel: (305) 471-8922 Mobile: (305) 471-8922

Email Address (Required): jb@gomezfence.com

Company's Website: www.gomezfence.com

Remit to Address: 10805 NW 22 ST. Miami, FL 33172

Remit to Contact: Caridad Gomez

Name: Gomez & Son Fence Corp.

Tel: (305) 471-8922

Remit to Email: ca@gomezfence.com

ATTACHMENT A
(Page 5 of 5)

PRICING SHEET

GROUP A - CHAIN LINK FENCE	**Extended Grand Total**	**$ 1,232,611.81**
GROUP B - WOOD FENCE	**Grand Total**	**$ 20,390**
GROUP C - VINYL (PVC) FENCE	**Grand Total**	**$ 66,940**
GROUP D - ALUMINUM ROLLING GATE	**Grand Total**	**$ 21,200**
GROUP E - CORE DRILLING, AS REQUIRED	**Grand Total**	**$ 2,710**
GROUP F – RANCH SYTLE, VINYL (PVC) FENCE	**Grand Total**	**$ 8,214**
EMERGENCY CALLS	**Hourly Rate**	**$ 48**

OPTIONAL CONTRACT USAGE/PIGGYBACK STATEMENT

Yes ____ / No ____

Submitted by:

Caridad Gomez
(Print)

Authorized Signature:

(Sign)

Company Name:

Gomez & Son Fence Corp.

Date:

September 20, 2023

STATE: FLORIDA
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this 20th day of September, 2023, by: Caridad Gomez.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Norma Ramos
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ____

Type of Identification Produced _____

NORMA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931857
Expires 11/13/2023

NORMA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931857
Expires 11/13/2023

PRICING SHEET - ITB 2023-5-PW/UTL

GROUP A - CHAIN LINK FENCE

SIZE 4 FOOT FENCE

Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost
1	Up to 500 LF	200	$ 25.00	$ 5,000.00	$ 32.50	$ 6,500.00	$ 15.00	$ 3,000.00
2	501 LF +	1	$ 30.00	$ 30.00	$ 39.00	$ 39.00	$ 15.00	$ 15.00
3	Fabric Only: Remove existing/Install New	500	$ 15.00	$ 7,500.00	$ 19.50	$ 9,750.00	$ 15.00	$ 7,500.00
4	Terminal Post Ends	2	$ 40.00	$ 80.00	$ 52.00	$ 104.00	$ 67.60	$ 135.20
5	Terminal Corner Post/Pull Post	2	$ 40.00	$ 80.00	$ 52.00	$ 104.00	$ 67.60	$ 135.20
6	Terminal Post Attachment	8	$ 150.00	$ 1,200.00	$ 195.00	$ 1,560.00	$ 253.50	$ 2,028.00
7	SINGLE SWING-4 ft. Wide Gate Opening	1	$ 300.00	$ 300.00	$ 390.00	$ 390.00	$ 507.00	$ 507.00
8	SINGLE SWING-5 ft. Wide Gate Opening	1	$ 300.00	$ 300.00	$ 390.00	$ 390.00	$ 507.00	$ 507.00
9	DOUBLE SWING-8 ft.Wide Gate Opening	1	$ 300.00	$ 300.00	$ 390.00	$ 390.00	$ 507.00	$ 507.00
10	DOUBLE SWING-10 ft. Wide Gate Opening	1	$ 300.00	$ 300.00	$ 390.00	$ 390.00	$ 507.00	$ 507.00
			Total	$ 15,090.00	Total	$ 19,617.00	Total	$ 14,841.40

SIZE 6 FOOT FENCE

Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost
11	Up to 500 LF	200	$ 37.00	$ 7,400.00	$ 48.10	$ 9,620.00	$ 40.00	$ 8,000.00
12	501 LF +	1000	$ 36.00	$ 36,000.00	$ 46.80	$ 46,800.00	$ 40.00	$ 40,000.00
13	Fabric Only: Remove existing/Install New	2000	$ 23.00	$ 46,000.00	$ 29.90	$ 59,800.00	$ 38.87	$ 77,740.00
14	Terminal Post Ends with Brace	10	$ 120.00	$ 1,200.00	$ 156.00	$ 1,560.00	$ 402.00	$ 4,020.00
15	Terminal Corner Post/Pull Post with Braces	10	$ 180.00	$ 1,800.00	$ 234.00	$ 2,340.00	$ 320.00	$ 3,200.00
16	Terminal Post Attachment with Braces	40	$ 60.00	$ 2,400.00	$ 78.00	$ 3,120.00	$ 320.00	$ 12,800.00
17	SINGLE SWING-4 ft. Wide Gate Opening	2	$ 650.00	$ 1,300.00	$ 845.00	$ 1,690.00	$ 1,098.50	$ 2,19
18	SINGLE SWING-8 ft. Wide Gate Opening	1	$ 750.00	$ 750.00	$ 975.00	$ 975.00	$ 1,267.50	$ 1,26
19	DOUBLE SWING- 8 ft. Wide Gate Opening	2	$ 850.00	$ 1,700.00	$ 1,105.00	$ 2,210.00	$ 1,436.50	$ 2,87
20	DOUBLE SWING-10 ft. Wide Gate Opening	2	$ 800.00	$ 1,600.00	$ 1,040.00	$ 2,080.00	$ 1,352.00	$ 2,70
21	DOUBLE SWING-12 ft. Wide Gate Opening	1	$ 1,140.00	$ 1,140.00	$ 1,482.00	$ 1,482.00	$ 1,926.60	$ 1,92
22	DOUBLE SWING-16 ft. Wide Gate Opening	1	$ 1,150.00	$ 1,150.00	$ 1,495.00	$ 1,495.00	$ 1,943.50	$ 1,94
23	SINGLE SLIDE-20 ft. Wide Gate Opening	1	$ 3,900.00	$ 3,900.00	$ 5,070.00	$ 5,070.00	$ 3,850.00	$ 3,85

Meeting Date: 11/14/2023 Item #9.

24	SINGLE SLIDE- 24 ft. Wide Gate Opening	1	$ 3,800.00	$ 3,800.00	$ 4,940.00	$ 4,940.00	$ 3,200.00	$ 3,200.00
25	SINGLE SLIDE- 28 ft. Wide Gate Opening	1	$ 5,230.00	$ 5,230.00	$ 6,799.00	$ 6,799.00	$ 4,300.00	$ 4,300.00
			Total	**$ 115,370.00**	**Total**	**$ 149,981.00**	**Total**	**$ 170,021.60**

SIZE 8 FOOT FENCE

Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost
26	Up to 500 LF	250	$ 39.00	$ 9,750.00	$ 50.70	$ 12,675.00	$ 65.91	$ 16,477.50
27	501 LF +	1	$ 40.00	$ 40.00	$ 52.00	$ 52.00	$ 67.60	$ 67.60
28	Fabric Only: Remove existing/Install New	200	$ 30.00	$ 6,000.00	$ 39.00	$ 7,800.00	$ 50.70	$ 10,140.00
29	Terminal Post Ends with Brace	2	$ 400.00	$ 800.00	$ 520.00	$ 1,040.00	$ 676.00	$ 1,352.00
30	Terminal Corner Post/Pull Post with Braces	2	$ 420.00	$ 840.00	$ 546.00	$ 1,092.00	$ 709.80	$ 1,419.60
31	Terminal Post Attachment with Braces	8	$ 80.00	$ 640.00	$ 104.00	$ 832.00	$ 135.20	$ 1,081.60
32	SINGLE SWING-4 ft. Wide Gate Opening	2	$ 850.00	$ 1,700.00	$ 1,105.00	$ 2,210.00	$ 1,436.50	$ 2,873.00
33	SINGLE SWING-6 ft. Wide Gate Opening	1	$ 950.00	$ 950.00	$ 1,235.00	$ 1,235.00	$ 1,605.50	$ 1,605.50
34	DOUBLE SWING- 8 ft. Wide Gate Opening	2	$ 500.00	$ 1,000.00	$ 650.00	$ 1,300.00	$ 845.00	$ 1,690.00
35	DOUBLE SWING-12 ft. Wide Gate Opening	2	$ 1,200.00	$ 2,400.00	$ 1,560.00	$ 3,120.00	$ 2,028.00	$ 4,056.00
36	DOUBLE SWING-16 ft. Wide Gate Opening	2	$ 800.00	$ 1,600.00	$ 1,040.00	$ 2,080.00	$ 1,352.00	$ 2,704.00
37	SINGLE SLIDE-20 ft. Wide Gate Opening	1	$ 4,900.00	$ 4,900.00	$ 6,370.00	$ 6,370.00	$ 3,100.00	$ 3,100.00
38	SINGLE SLIDE- 24 ft. Wide Gate Opening	1	$ 4,250.00	$ 4,250.00	$ 5,525.00	$ 5,525.00	$ 3,500.00	$ 3,500.00
39	SINGLE SLIDE- 28 ft. Wide Gate Opening	1	$ 5,450.00	$ 5,450.00	$ 7,085.00	$ 7,085.00	$ 3,500.00	$ 3,500.00
40	DOUBLE SWING-24 ft. Wide Gate Opening	1	$ 4,400.00	$ 4,400.00	$ 5,720.00	$ 5,720.00	$ 4,800.00	$ 4,800.00
			Total	**$ 44,720.00**	**Total**	**$ 58,136.00**	**Total**	**$ 58,366.80**

SIZE 10 FOOT FENCE

Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost
41	Up to 500 LF	200	$ 55.00	$ 11,000.00	$ 71.50	$ 14,300.00	$ 80.00	$ 16,000.00
42	501 LF +	600	$ 54.00	$ 32,400.00	$ 70.20	$ 42,120.00	$ 80.00	$ 48,00
43	Fabric Only: Remove existing/Install New	200	$ 50.00	$ 10,000.00	$ 65.00	$ 13,000.00	$ 80.00	$ 16,00
44	Terminal Post Ends with Brace	4	$ 350.00	$ 1,400.00	$ 455.00	$ 1,820.00	$ 591.50	$ 2,36
45	Terminal Corner Post/Pull Post with Braces	4	$ 360.00	$ 1,440.00	$ 468.00	$ 1,872.00	$ 608.40	$ 2,43
46	Terminal Post Attachment with Braces	16	$ 90.00	$ 1,440.00	$ 117.00	$ 1,872.00	$ 152.10	$ 2,43
47	SINGLE SWING-4 ft. Wide Gate Opening	1	$ 950.00	$ 950.00	$ 1,235.00	$ 1,235.00	$ 1,605.50	$ 1,60
48	SINGLE SWING-6 ft. Wide Gate Opening	1	$ 800.00	$ 800.00	$ 1,040.00	$ 1,040.00	$ 1,352.00	$ 1,35
49	DOUBLE SWING- 8 ft. Wide Gate Opening	1	$ 2,080.00	$ 2,080.00	$ 2,704.00	$ 2,704.00	$ 3,515.20	$ 3,51

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50	DOUBLE SWING- 10 ft. Wide Gate Opening	1	$ 900.00	$ 900.00	$ 1,170.00	$ 1,170.00	$ 1,521.00	$ 1,521.00
51	DOUBLE SWING-12 ft. Wide Gate Opening	2	$ 2,450.00	$ 4,900.00	$ 3,185.00	$ 6,370.00	$ 2,000.00	$ 4,000.00
52	DOUBLE SWING-16 ft. Wide Gate Opening	1	$ 1,850.00	$ 1,850.00	$ 2,405.00	$ 2,405.00	$ 2,000.00	$ 2,000.00
53	DOUBLE SWING-20 ft. Wide Gate Opening	1	$ 1,900.00	$ 1,900.00	$ 2,470.00	$ 2,470.00	$ 3,211.00	$ 3,211.00
			Total	$ 71,060.00	Total	$ 92,378.00	Total	$ 104,437.90

SIZE 12 FOOT FENCE

Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost
54	501 LF +	1	$ 89.00	$ 89.00	$ 115.70	$ 115.70	$ 150.41	$ 150.41
55	Fabric Only: Remove existing/Install New	250	$ 68.00	$ 17,000.00	$ 88.40	$ 22,100.00	$ 83.00	$ 20,750.00
56	Terminal Post Ends with Brace	2	$ 780.00	$ 1,560.00	$ 1,014.00	$ 2,028.00	$ 1,318.20	$ 2,636.40
57	Terminal Corner Post/Pull Post with Braces	2	$ 790.00	$ 1,580.00	$ 1,027.00	$ 2,054.00	$ 1,335.10	$ 2,670.20
58	Terminal Post Attachment with Braces	12	$ 100.00	$ 1,200.00	$ 130.00	$ 1,560.00	$ 169.00	$ 2,028.00
59	SINGLE SWING-4 ft. Wide Gate Opening	1	$ 1,380.00	$ 1,380.00	$ 1,794.00	$ 1,794.00	$ 2,332.20	$ 2,332.20
60	SINGLE SWING-6 ft. Wide Gate Opening	1	$ 1,680.00	$ 1,680.00	$ 2,184.00	$ 2,184.00	$ 2,839.20	$ 2,839.20
61	DOUBLE SWING-12 ft. Wide Gate Opening	1	$ 900.00	$ 900.00	$ 1,170.00	$ 1,170.00	$ 1,521.00	$ 1,521.00
62	DOUBLE SWING-16 ft. Wide Gate Opening	1	$ 900.00	$ 900.00	$ 1,170.00	$ 1,170.00	$ 1,521.00	$ 1,521.00
			Total	$ 26,289.00	Total	$ 34,175.70	Total	$ 36,448.41

BACKSTOP FENCING (6 GAUGE X 10 FOOT HIGH, FABRIC & INSTALLATION ONLY)

Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost
63	101 to 1000 LF	500	$ 300.00	$ 150,000.00
			Total	$ 150,000.00

SECURITY FENCING (1/2 " Mesh, 8 ft high, PVC Coated)

Item #	Description of Service	Estimated Quantity	PVC Coated Price	Extended Cost
64	501 LF +	1	$ 79.00	$ 79.00
65	Fabric Only: Remove existing/Install New	200	$ 60.00	$ 12,000.00
			Total	$ 12,079.00

FENCE EXTRA RAILS

Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost
66	Middle Rail Per LF	500	$ 20.00	$ 10,000.00	$ 15.00	$ 7,500.00

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67	Bottom Rail Per LF	500	$ 20.00	$ 10,000.00	$ 15.00	$ 7,500.00
			Total	**$ 20,000.00**	**Total**	**$ 15,000.00**

LINE POSTS - PER LINEAR FOOT - REVISED

Item #	Description of Service	Estimated Quantity	Galvanized	Extended Cost	PVC Coated Price	Extended Cost
68	Post, 1.875 inch OD (for 4 ft fence), per LF	1	$ 45.00	$ 45.00	$ 55.00	$ 55.00
69	Post, 2.375 inch OD (for 6-10 ft fence), per LF	1	$ 120.00	$ 120.00	$ 140.00	$ 140.00
70	Post, 2.875 inch OD (for 12 ft fence), per LF	1	$ 210.00	$ 210.00	$ 230.00	$ 230.00
			Total	**$ 375.00**	**Total**	**$ 425.00**

Galvanized Grand Total	**$ 442,904.00**	**PVC Coated Grand Total**	**$ 381,791.70**	**Tennis CT Grand Total**	**$ 384,116.11**

REMOVAL – ALL SIZES

Item #	Description of Service	Estimated Quantity	Price per Linear Foot (UNIT)	Extended Cost
	REMOVAL 4 FT. FENCE			
71	Up to 100 LF	50	$ 8.00	$ 400.00
72	101 LF to 1000 LF	200	$ 8.00	$ 1,600.00
	REMOVAL 6 FT FENCE			
73	Up to 100 LF	100	$ 8.00	$ 800.00
74	101 LF to 1000 LF	2000	$ 7.00	$ 14,000.00
	REMOVAL 8 FT. FENCE			
75	Up to 100 LF	50	$ 9.00	$ 450.00
76	101 LF to 1000 LF	250	$ 9.00	$ 2,250.00
	REMOVAL 10 FT FENCE			
77	Up to 100 LF	30	$ 20.00	$ 600.00
78	101 LF to 1000 LF	5	$ 20.00	$ 100.00
	REMOVAL 12 FT FENCE			
79	Up to 100 LF	40	$ 15.00	$ 600.00
80	101 LF to 1000 LF	200	$ 15.00	$ 3,000.00
			Total	**$ 23,800.00**

Meeting Date: 11/14/2023 Item #9.

Extended Grand Total (Galvanized Grand Total + PVC Coated Grand Total + Tennis CT Grand Total + Removal Total)	$ 1,232,611.81

ADDITIONAL ITEM			
Item #	Description of Service	Estimated Quantity	Price per Linear Foot (UNIT)
114	Upgrade from 9-gauge to 6-gauge fabric, 4 ft., per LF	1	$ 15.00
115	Upgrade from 9-gauge to 6-gauge fabric, 6 ft. per LF	1	$ 20.00
116	Upgrade from 9-gauge to 6-gauge fabric, 8 ft. per LF	1	$ 25.00
117	Upgrade from 9-gauge to 6-gauge fabric, 12 ft. per LF	1	$ 30.00

Meeting Date: 11/14/2023 Item #9.

GROUP B - WOOD FENCE

Wood Privacy Fence 6-Foot Shadow Box					
Item #	Description of Service	Estimated Quantity	Unit	Unit Cost	Extended Cost
81	Install Fencing up to 8 feet	24	Each	$ 55.00	$ 1,320.00
82	Install Fencing greater than 8 feet	30	Linear Foot	$ 70.00	$ 2,100.00
83	Install Post	36	Each	$ 160.00	$ 5,760.00
84	Install Walk Gate	1	Each	$ 1,850.00	$ 1,850.00
85	Install Drive Gate	3	Each	$ 2,700.00	$ 8,100.00
86	Remove Existing Fencing	180	Linear Foot	$ 7.00	$ 1,260.00
				Grand Total	**$ 20,390.00**

Meeting Date: 11/14/2023 Item #9.

GROUP C - VINYL (PVC) FENCE

Illusions Vinyl Fence V300 series or approved equal					
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**
87	Install Fencing up to 8 feet	24	Each	$ 150.00	$ 3,600.00
88	Install Fencing greater than 8 feet	30	Linear Foot	$ 150.00	$ 4,500.00
89	Install Post	36	Each	$ 270.00	$ 9,720.00
90	Install Walk Gate	1	Each	$ 2,350.00	$ 2,350.00
91	Install Drive Gate	3	Each	$ 4,160.00	$ 12,480.00
92	Remove Existing Fencing	180	Linear Foot	$ 7.00	$ 1,260.00
				Total	**$ 33,910.00**

Illusions Vinyl Fence V210 series or approved equal					
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**
93	Install Fencing up to 8 feet	24	Each	$ 150.00	$ 3,600.00
94	Install Fencing greater than 8 feet	30	Linear Foot	$ 170.00	$ 5,100.00
95	Install Post	36	Each	$ 190.00	$ 6,840.00
96	Install Walk Gate	1	Each	$ 2,550.00	$ 2,550.00
97	Install Drive Gate	3	Each	$ 4,560.00	$ 13,680.00
98	Remove Existing Fencing	180	Linear Foot	$ 7.00	$ 1,260.00
				Total	**$ 33,030.00**
				Grand Total	**$ 66,940.00**

Meeting Date: 11/14/2023 Item #9.

GROUP D - ALUMINUM ROLLING GATES

Public Works					
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**
99	Removal and Replacement of Existing Gate as specified in Section 5.9.4	1	Gate	$ 6,500.00	$ 6,500.00
East RV lot					
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**
100	Removal and Replacement of Existing Gate as specified in Section 5.9.4	1	Gate	$ 4,500.00	$ 4,500.00
West RV lot					
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**
101	Removal and Replacement of Existing Gate as specified in Section 5.9.4	1	Gate	$ 4,200.00	$ 4,200.00
Fleet					
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**
102	Removal and Replacement of Existing Gate as specified in Section 5.9.4	1	Gate	$ 6,000.00	$ 6,000.00
				Grand Total	**$ 21,200.00**

Meeting Date: 11/14/2023 Item #9.

GROUP E - CORE DRILLING, AS REQUIRED							
ITEM #	Description of Service	Estimated Quantity	Post Size	Hole Diameter	Hole Depth	Price	Extended Price
103	Core drilling as defined in Section 5.9.5	10	1"	2"	2.5"	$ 42.00	$ 420.00
104	Core drilling as defined in Section 5.9.5	10	1.5"	2.5"	2.75"	$ 49.00	$ 490.00
105	Core drilling as defined in Section 5.9.5	10	2"	3"	5"	$ 55.00	$ 550.00
106	Core drilling as defined in Section 5.9.5	10	2.5"	3.5"	6"	$ 60.00	$ 600.00
107	Core drilling as defined in Section 5.9.5	10	3"	4"	6"	$ 65.00	$ 650.00
						Grand Total	**$ 2,710.00**

GROUP F - RANCH STYLE (PVC) FENCE

Finished Height: 50" at top of post					
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**
108	PVC **Standard** Post, .150 gauge, WHITE, 5" x 5" x 84"	1	Each	$ 135.00	$ 135.00
109	PVC **Terminal** Post, .150 gauge, WHITE Includes "H" style, aluminum post stiffener 5" x 5" x 84"	1	Each	$ 155.00	$ 155.00
110	Post Caps, Pyramid, .095 gauge, WHITE 5"x 5"	1	Each	$ 9.00	$ 9.00
111	PVC Rails, .095 gauge, WHITE 1 ½" x 5 ½" x 16'	1	Each	$ 115.00	$ 115.00
112	8' Double Door, 3-Rail Gate with V-Channel Braces (Two 4' sections) .095 gauge, WHITE Heavy Duty Hinges & Latches, Stainless Steel, Black Finish Gate must align with adjacent fence	1	Each	$ 3,200.00	$ 3,200.00
113	12' Double Door, 3-Rail Gate with V-Channel (Two 6' sections) .095 gauge, WHITE Heavy Duty Hinges & Latches, Stainless Steel, Black Finish Gate must align with adjacent fence	1	Each	$ 4,600.00	$ 4,600.00
				Grand Total	**$ 8,214.00**

Meeting Date: 11/14/2023 Item #9.

ATTACHMENT B
(Page 1 of 2)

QUESTIONNAIRE | REFERENCE FORM

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. Bidders are prohibited from subcontracting the work to other firms.

Company Name: Gomez & Son Fence Corp.

1. Is fencing your primary line of business as described in the bid document?
YES X NO ____

2. What was the most recent project of this nature that your company completed?

City of Fort Lauderdale Procurement Service
Term-Bid 12690-022 Fence, Chain Link and Picket, Annual Contract

Start Date: 09/19/2019 Completion Date: 09/19/2022

3. Name three agencies for which you have performed work and which the City may contact as your references (include addresses and telephone numbers): *CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.*

Entity/Company Name: The School District of Palm Beach County
Address: 3300 Forest Hill Boulevard, West Palm Beach, FL 33406
Contact Name: Dan Hughes
Contact's Tittle: Sr. Project Administrator
Telephone: (561) 662-4865
E-Mail (Required): dan.hughes@palmbeachschools.org
Contract Period: FROM: 2018 TO: Current Term Bid

Entity/Company Name: The School District of Monroe County, FL
Address: 90050 Overseas Highway, Tavenier, FL 33070
Contact Name: Jeff Borrow
Contact's Tittle: Director of Maintenance
Telephone: (305) 360-1424
E-Mail (Required): jeff.barrow@keysschools.com
Contract Period: FROM: 2018 TO: Current Term Bid

Entity/Company Name: City of West Palm Beach
Address: 401 Clematis Street, West Palm Beach, FL 33402
Contact Name: Tood Snyder
Contact's Tittle: Assistant Director
Telephone: (561) 822-2188
E-Mail (Required): msnyder@wpb.org
Contract Period: FROM: 2018 TO: Current Term Bid

4. How many years has your organization been in business? 33 Years

5. Have you ever failed to complete work awarded to you; if so, where and why?

No

6. List any lawsuits pending or completed involving the Corporation, partnership or individuals with more than ten (10%) interest:

N/A

a) List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

N/A

b) List all judgments from lawsuits in the past five (5) years which are concerned directly with the staff and facilities proposed for the contract:

N/A

7. List the name of the qualifying agent for the firm and his position (SEE NOTE BELOW):

Caridad Gomez

Certificate of Competency Number of qualifying Agent Caridad Gomez
Effective Date: 08/08/2022 Expiration Date: 08/31/2024
Licensed In: Florida - Miami-Dade City/County
Engineering Contractor's License # CGC1526109 Expiration Date: 08/31/2024

NOTE: A Broward County Engineering Contractor's License or a State of Florida General Contractor's License is required for working within pubic rights-of-way of Broward County maintained streets. Contractor must have proper licensing prior to submitting bid and should submit evidence of same with bid. Broward County Licensing Office Telephone: 954-765-4400

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT C

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Caridad Gomez - Owner/President
(print individual's name and title)

for: Gomez & Son Fence Corp.
(print name of entity submitting sworn statement)

whose business address is: 10805 NW 22 ST. Miami, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is: 45-2731396.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT D

(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE: **FLORIDA**
COUNTY: Miami-Dade

Sworn to (or affirmed) and subscribed before me this 20th day of September, 2023, by: Caridad Gomez.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Norma Ramos
Name of Notary Typed, Printed, or Stamped

NORMA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931857
Expires 11/13/2023

Personally Known X **OR** Produced Identification ___

Type of Identification Produced ___

ATTACHMENT E

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Caridad Gomez - Owner / President
(print individual's name and title)
for: Gomez & Son Fence Corp.
(print name of entity submitting sworn statement)
whose business address is: 10805 NW 22 ST. Miami, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is: 45-2731396
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

STATE: **FLORIDA**
COUNTY: Miami-Dade

Sworn to (or affirmed) and subscribed before me this 20th day of September, 2023, by: Caridad Gomez.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Norma Ramos
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

NORMA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931857
Expires 11/13/2023

Signature

ATTACHMENT F

BUSINESS ENTITY AFFIDAVIT

I, Caridad Gomez, being first duly sworn state:
The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (FEIN) (If none, Social Security Number)
45-2731396

Name of Entity, Individual, Partners or Corporation
Gomez & Son Fence Corp.

Doing Business As (If same as above, leave blank)
Same as above

Street Address	Suite	City	State
10805 NW 22 ST.		Miami	FL

State and Date of Incorporation:
Florida, 04/11/1990

September 20, 2023
Signature of Affiant Date

Caridad Gomez
Print Name

STATE: **FLORIDA**
COUNTY: Miami-Dade

Sworn to (or affirmed) and subscribed before me this 20th day of September, 2023, by: Caridad Gomez.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Norma Ramos
Name of Notary Typed, Printed, or Stamped

NORMA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931857
Expires 11/13/2023

Personally Known x OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT H

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gomez & Son Fence Corp.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
10805 NW 22 ST.

Requester's name and address (optional)
wwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwv

6 City, state, and ZIP code
Miami, FL 33172

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
4 5 - 2 7 3 1 3 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Click Here to Sign | **Date ▶** September 20, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT I

REQUEST FOR PROOF OF WORKERS' COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 8825 NW 21st Terrace Doral FL 33172	**CONTACT NAME:** Mayra Portela **PHONE (A/C, No, Ext):** (305) 714-4400 **FAX (A/C, No):** (305) 714-4401 **E-MAIL ADDRESS:** Mayra.Portela@bbrown.com
INSURED Gomez & Son Fence Corp. 10805 NW 22nd St Miami Doral FL 33172	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Ascot Specialty Insurance Company 45055 **INSURER B :** FFVA Mutual Insurance Co. 10385 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Master Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Primary & Noncontributory [X] $5,000 Ded. per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ESGL231000256401	08/31/2023	08/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ESXS231000256501	08/31/2023	08/31/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC84008084892023A	08/19/2023	08/19/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cooper City, FL. is an additional insured with regards to General Liability coverage when required by written contract. Waiver of Subrogation applies with regards to General Liability and Workers Compensation coverage when required by written contract. Umbrella is written on a follows form.

CERTIFICATE HOLDER

The City of Cooper City, FL.
9090 SW 50th Place
Cooper City FL 33328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Meeting Date: 11/14/2023 Item #9.

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$12,623.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	WC & Employer's liability	WCEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000	500,000	100,000			

Ref #	Description	Coverage Code	Form No.	Edition Date
	TERRIOSM COV	TEROR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$106.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Managed Care Option	MCARE		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$830.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Blkt Waiver Subrogation	BWWSB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$160.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$3,410.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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ATTACHMENT J

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name Address	Ownership
Caridad Gomez 10805 NW 22 ST. Miami, FL 33172 Owner/President	100 %
	%
	%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Caridad Gomez
Print Name

September 20, 2023
Date

STATE: FLORIDA
COUNTY: Miami-Dade

Sworn to (or affirmed) and subscribed before me this 20th day of September, 2023, by: Caridad Gomez.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Norma Ramos
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

NORMA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931857
Expires 11/13/2023

ATTACHMENT K

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Signature of Affiant

Caridad Gomez
Print Name

September 20, 2023

STATE: **FLORIDA**
COUNTY: Miami-Dade

Sworn to (or affirmed) and subscribed before me this 20th day of September, 2023, by: Caridad Gomez.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Norma Ramos
Name of Notary Typed, Printed, or Stamped

NORMA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931857
Expires 11/13/2023

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

Date

ATTACHMENT L

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Caridad Gomez of Gomez & Son Fence Corp., attest that all personnel used in
(Print Name) *(Company Name)*

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

Signature of Affiant

Caridad Gomez
Print Name

September 20, 2023
Date

STATE: **FLORIDA**
COUNTY: Miami-Dade

Sworn to (or affirmed) and subscribed before me this 20th day of September, 2023, by: Caridad Gomez.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Norma Ramos
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

NORMA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931857
Expires 11/13/2023

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

A. A. I am the Owner/ President of Gomez and Son Fence Corp. with a [Insert Title] [Insert Company Name]

local office in Doral, Florida and principal office in 10805 NW 22 St. Miami, FL 33172.

B. The entity hereby submits a proposal/offer in response to ITB 2023-5-PW/UTL, FENCE REPLACEMENT, REPAIR AND INSTALLATION SERVICES.

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Signature of Affiant

9/20/2023
Date

Caridad Gomez/ Owner- President
Printed Name & Title of

NORMA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931857
Expires 11/13/2023

STATE: **FLORIDA**
COUNTY: Miami- Dade

Sworn to (or affirmed) and subscribed before me this 20th **day of** September, 2023, **by:** Caridad Gomez
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Norma Ramos
Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** **Produced Identification** _____

Type of Identification Produced _____

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Fence Replacement, Repair and Installation Services

Project No.: ITB 2023-5-PW/UTL

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

ATTACHMENT N
(Page 2 of 2)

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Gomez and Son Fence Corp.
Authorized Signature:	
Print Name:	Caridad Gomez
Title	Owner/ President
Date:	09/20/2023
Phone:	305) 471-8922

STATE: **FLORIDA**
COUNTY: Miami- Dade

Sworn to (or affirmed) and subscribed before me this 20th day of September, 2023, by: Caridad Gomez.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Norma Ramos
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced_____

CITY OF OAKLAND PARK

5399 North Dixie Highway
Suite 3
Oakland Park, FL 33334
954-630-4350

BUSINESS TAX RECEIPT CITY OF OAKLAND PARK 2022 - 2023

MAILING ADDRESS
CARIDAD GOMEZ
PO BOX 226915

ISSUED DATE: August 22, 2022

NAME AND LOCATION OF LICENSEE
GOMEZ & SON FENCE CORP
2310 NW 30 CT
OAKLAND PARK, FL 33334

LICENSE NUMBER: CONS-002020-2021
LAST RENEWAL DATE:
LICENSE EXPIRES: 09/30/2023
DISTRICT: West of I-95
ZONE:

THE PERSON OR FIRM NAMED ABOVE IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS PROFESSION OR OCCUPATION LISTED BELOW IN THE CITY OF OAKLAND PARK FLORIDA.

BUSINESS CODE: 238990 Fence installation (except electronic containment fencing for pets)
BUSINESS DESCRIPTION: FENCE CONTRACTOR
RESTRICTIONS:

LICENSE MUST BE CONSPICUOUSLY POSTED AT THE PLACE OF BUSINESS SHOWN

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1526109 ISSUED: 08/08/2022
CERTIFIED GENERAL CONTRACTOR
GOMEZ, CARIDAD
GOMEZ & SON FENCE CORP.

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1526109 **EXPIRATION DATE: AUGUST 31, 2024**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOMEZ, CARIDAD
GOMEZ & SON FENCE CORP.
10805 NW 22 STREET
MIAMI FL 33172

ISSUED: 08/08/2022

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD.org

Search

BCS

Contractor License

License Information

Expiration Date:	08/31/2024
CC Number:	91-5923-F-X
License Issued:	01/01/1991
License Category:	Fence Erection
License Status:	Application in Progress

Contractor Information

Contractor Name:	GOMEZ, CARIDAD
Email Address:	isabelgomezfence@gmail.com
Contracting Firm:	GOMEZ & SON FENCE CORP.
Contracting Firm Phone:	(305) 471-8922
Contracting Firm Address:	10805 NW 22ND ST
	MIAMI, FL 33172-

Temporary License

Temporary License ☐

Expiration Date:

Restrictions

Restrictions:

MIAMI-DADE COUNTY
miamidade.gov

111 NW 1 Street, 19th
Miami, Florida
T 305-375
F 305-375

November 9, 2021

Caridad Gomez
GOMEZ & SON FENCE CORP.
P.O. Box 226915
Miami, FL 33222

Approval Date: November 8, 2021 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: November 8, 2022

Dear Caridad Gomez,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Fede Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To [illegible] http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in [illegible] County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 236115: NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236116: HOUSING, MULTIFAMILY, CONSTRUCTION GENERAL CONTRACTORS
NAICS 236117: HOUSING CONSTRUCTION, MERCHANT BUILDER
NAICS 236118: RESIDENTIAL REMODELERS
NAICS 236210: INDUSTRIAL BUILDING CONSTRUCTION
NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS
NAICS 238120: STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS
NAICS 238910: SITE PREPARATION CONTRACTORS
NAICS 238990: ALL OTHER SPECIALTY TRADE CONTRACTORS

Construction Industry Licensing Board of Palm Beach County

(561) 233-5525

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

CARIDAD GOMEZ
10805 NW 22 ST
MIAMI, FL 33172

Congratulations on obtaining your **FENCE CONTRACTOR** Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.

Peter Ringle, Chair

Construction Industry Licensing Board of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-21717	**FENCE CONTRACTOR**

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : CARIDAD GOMEZ

FIRM : GOMEZ & SON FENCE

DBA :

10805 NW 22ND ST

MIAMI, FL 33172

Issued : 01/04/2022

Expiration date: 09/30/2023

FENCE CONTRACTOR contractor are those who are qualified to construct, install, [illegible] fencing, including wood, pre-cast concrete, re-fabricated fences child proof barrier (kiddies) fences for pools, mechanical swimming pool covers and gates, in compliance with safety, zoning and building codes. Electrical installation may be included in the contract for work, but must be subcontracted to a Certified Electrical Contractor. (Rev. 6/1/14)

036480

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7150378

BUSINESS NAME/LOCATION
GOMEZ & SON FENCE CORP
10805 NW 22ND ST
SWEETWATER FL 33172–2033

RECEIPT NO.
RENEWAL
7573992

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
GOMEZ & SON FENCE CORP
C/O CARIDAD GOMEZ, PRES

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1526109

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 07/05/2022
INT–22–350543

Worker(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

000757

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7150378

BUSINESS NAME/LOCATION
GOMEZ & SON FENCE CORP
10805 NW 22ND ST
SWEETWATER FL 33172–2033

RECEIPT NO.
RENEWAL
1496215

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
GOMEZ & SON FENCE CORP
C/O CARIDAD GOMEZ, PRES

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING CONTRACTOR
000016587

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 07/05/2022
INT–22–350543

Worker(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

BROWARD COUNTY LOCAL BUSINESS TAX REC

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: GOMEZ & SON FENCE CORP

Receipt #: 189-8124
Business Type: ALL OTHER TYPES CONTRACTOR (FENCE ERECTION)

Owner Name: GOMEZ CARIDAD
Business Location: 2310 NW 30 COURT
OAKLAND PARK
Business Phone: 305-471-8922

Business Opened: 05/02/1990
State/County/Cert/Reg: 91-5923-F-X
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GOMEZ & SON FENCE CORP
10805 NW 22 ST
MIAMI, FL 33172

Receipt #WWW-21-00231424
Paid 07/05/2022 27.00

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: GOMEZ & SON FENCE CORP

Receipt #: 189-8124
Business Type: ALL OTHER TYPES CONTRACTOR (FENCE ERECTION)

Owner Name: GOMEZ CARIDAD
Business Location: 2310 NW 30 COURT
OAKLAND PARK
Business Phone: 305-471-8922

Business Opened: 05/02/1990
State/County/Cert/Reg: 91-5923-F-X
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-21-00231424
Paid 07/05/2022 27.00

Contractor License Information

Contractor Number:	000016587	
Contractor name:	GOMEZ & SON FENCE CORP	
Address:	10805 NW 22 STREET	
City, St, Zip:	MIAMI	FL 331720000
Phone:	(305) 471-8922	
Other Phone:		
Fax:		
Email:	ISABELGOMEZFENCE@GMAIL.COM	
D/B/A:		
Contractor Status:	ACTIVE	

Class	Category	Category Description	Expiration Date
BLDG	18	FENCE	06/30/2023

CONTRACTOR INQUIRY COMPLETE

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THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

CONGRATULATIONS!

M/WBE (Minority/Woman) Business Enterprise

GOMEZ & SON FENCE CORP.

as a *Hispanic American Female Enterprise*, in the (M/WBE) Program

This certificate is valid

February 10, 2020—February 10, 2023

The following are the areas that your firm has been certified:

Fence Contractor Services; Fence Installation, Maintenance and Repair Services, Temporary and Chain Link Fencing Equipment (Including Gates, Panels, Posts and Fittings).

Certification is not a guarantee that your firm will receive work. Please register your company with **www.bidsync.com** to receive notification of upcoming opportunities. Any change to your certification requires you to submit proof of expertise, licensure and a business history (at minimum) to justify the additional certification. You are also required to submit a copy of your certificate with each bid, or proposal that you submit to the School District. You must notify this office if the status of your firm changes. Failure to report changes that affect the ownership or control of your firm may result in decertification.

Patrick Chrysostome—Manager

THE SCHOOL DISTRICT OF PALM BEACH COUNTY — REACH FOR EXCELLENCE

Dicky Sykes—Director

MIAMI-DADE COUNTY
miamidade.gov

Small Business Developmen
111 NW 1 Street, 19th Floo
Miami, Florida 3312
T 305-375-311
F 305-375-316

March 10, 2022

Caridad Gomez
GOMEZ & SON FENCE CORP.
P.O. Box 226915
Miami, FL 33222

Approval Date: October 31, 2021 Small Business Enterprise - Construction (SBE-Con)
Expiration Date: October 31, 2024

Dear Caridad Gomez,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Construction (SBE-Con) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: https://www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
CSI 323100: FENCES AND GATES
NAICS 236115: NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236116: NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)

NAICS 236117: NEW HOUSING FOR-SALE BUILDERS
NAICS 236118: RESIDENTIAL REMODELERS
NAICS 236210: INDUSTRIAL BUILDING CONSTRUCTION
NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS
NAICS 238120: STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS
NAICS 238910: SITE PREPARATION CONTRACTORS
NAICS 238990: ALL OTHER SPECIALTY TRADE CONTRACTORS

MIAMI-DADE COUNTY PUBLIC SCHOOLS

Minority/Women Business Enterprise (MWBE) Certificate

THIS CERTIFIES THAT

GOMEZ & SON FENCE CORP.

IS OWNED AND CONTROLLED BY A(N)

HISPANIC AMERICAN

PURSUANT TO MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD POLICY 6320.02

September 27, 2021	September 27, 2024	6504096
Issue Date	Expiration Date	Vendor No.

Jennifer D. Andreu
Assistant Superintendent, Equity & Diversity
Office of Economic Opportunity
Miami-Dade County Public Schools
1450 NE 2nd Avenue - Suite 428
Miami, Florida 33132

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT
ROBERT M. BALLOU, OFFICER
www.browardschools.com/sdop

The School Board of Broward County, Florida

Laurie Rich Levinson, Chair
Patricia Good, Vice Chair

Lori Alhadeff
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Dr. Vickie L. Cartwright
Interim, Superintendent of Schools

December 6, 2021

Caridad Gomez, President
Gomez & Son Fence Corp.
2310 NW 30 Court
Oakland Park, FL 33311

Dear Ms. Gomez:

Congratulations! Your certification with Broward County Public Schools (BCPS) Economic Development & Diversity Compliance Department was approved. The certification is valid for two years and is subject to review to verify continued eligibility.

Certificate Number:	WS1641982463
Certification Type:	Emerging/Small/Minority/Women Business Enterprise (ESMWBE)
Certification Period:	December 6, 2021 – December 5, 2023
Gender/Ethnicity:	Hispanic American Female
NAICS Code(s):	332618 - Other Fabricated Wire Product Manufacturing
	238990 - All Other Specialty Trade Contractors
	236220 - Commercial and Institutional Building Construction
	236210 - Industrial Building Construction
	236116 - New Multifamily Housing Construction (except For-Sale Builders)
	236118 - Residential Remodelers
	236115 - New Single-Family Housing Construction (except For-Sale Builders)

As a certified supplier, your firm will be listed in our Certified Supplier Directory, updated weekly. We encourage you to become an active bidder. Stay abreast of the District's procurement opportunities on DemandStar; Select *The School Board of Broward County, FL – Procurement & Warehousing Services* as a preferred agency, and get notified of bids published.

EDDC has also put together a website of resources, programs, and information to assist local small businesses. Visit us online to access our core services that are specifically designed to address your challenges. Similarly, do not hesitate to contact our team for your technical assistance needs.

Finally, should any change occur, which may adversely affect the certification status of your company, please notify the EDDC certification team within thirty (30) days of the change. You will receive a courtesy email reminder 60 days before the expiration date; however, it is the firm's responsibility to ensure continued certification with BCPS. We encourage you to keep the certification current to avoid missed opportunities and repeat the new application process.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

Small Business Enterprise (SBE) Certificate

THIS CERTIFIES THAT

GOMEZ & SON FENCE CORP.

IS OWNED AND CONTROLLED BY A(N)

SBE Tier 1

PURSUANT TO MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD POLICY 6320.02

September 27, 2021	September 27, 2024	6504096
Issue Date	Expiration Date	Vendor No.

Jennifer D. Andreu
Assistant Superintendent, Equity & Diversity
Office of Economic Opportunity
Miami-Dade County Public Schools
1450 NE 2nd Avenue - Suite 428
Miami, Florida 33132

Lina Moreno

From: Julie Bush <jb@gomezfence.com>
Sent: Wednesday, October 11, 2023 12:18 PM
To: Lina Moreno
Cc: Caridad Gomez
Subject: Re: ITB 2023-5-PW/UTL | Fence Replacement, Repair and Installation Services - Piggyback option
Attachments: image006.png

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Hi Lina,

Yes, piggybacking is an option.

Regards,

Julie Bush
Estimator
Gomez & Son Fence, Corp.
Phone: 305-471-8922 Ext. 110
Fax: 305-471-8925
E-mail: jb@gomezfence.com
Gomez & Son Fence

On Wed, Oct 11, 2023 at 12:07 PM Lina Moreno <LMoreno@coopercity.gov> wrote:

> Hi Julie,
>
> I have an additional question in regards the piggyback statement, since it wasn't filled out. Could you please let me now if piggybacking is an option?

Thank you,

Lina Moreno

Purchasing Assistant

LMoreno@CooperCity.gov

Phone: 954-434-4300 Ext.225

Web: www.CooperCity.gov

Facebook: CooperCityFL

Twitter: @CooperCityGOV

Please note that Florida has a broad public records law, and that all correspondence to me via email may be sub

From: Julie Bush <jb@gomezfence.com>
Sent: Wednesday, October 11, 2023 10:13 AM
To: Lina Moreno <LMoreno@coopercity.gov>
Cc: Caridad Gomez <CA@gomezfence.com>
Subject: ITB 2023-5-PW/UTL | Fence Replacement, Repair and Installation Services - Bid Pricing Sheet

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Good morning,

Attached you may find the excel file with the pricing submitted for the ITB 2023-5-PW/UTL solicitation.

Thanks,

Julie Bush

Estimator

Gomez & Son Fence, Corp.

Phone: 305-471-8922 Ext. 110

Fax: 305-471-8925

E-mail: jb@gomezfence.com

Please note that Florida has a broad public records laws and that all correspondence [illegible] subject to disclosure.

Lina Moreno

From: Julie Bush <jb@gomezfence.com>
Sent: Thursday, October 12, 2023 10:19 AM
To: Lina Moreno
Cc: Caridad Gomez
Subject: Re: ITB 2023-5-PW/UTL | Fence Replacement, Repair and Installation Services - Bid Pricing Sheet

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Good morning Lina,

Yes, that is correct.

Thanks,

Julie Bush
Estimator
Gomez & Son Fence, Corp.
Phone: 305-471-8922 Ext. 110
Fax: 305-471-8925
E-mail: jb@gomezfence.com



On Thu, Oct 12, 2023 at 10:17 AM Lina Moreno <LMoreno@coopercity.gov> wrote:

> Good morning Julie,
>
> I was reviewing the data and I noticed that there is an error in Group E. The estimated quantity is 10 and it seems the formula was removed from the Extended price column on the spreadsheet and the Estimated Quantity wasn't multiplied by the Price. The Grand Total should be 2,710 instead of 271.

GROUP E - CORE DRILLING, AS REQUIRED

ITEM #	Description of Service	Estimated Quantity	Post Size	Hole Diameter	Hole Depth	Price	Extended Price
103	Core drilling as defined in Section 5.9.5	10	1"	2"	2.5"	$42.00	$ 42.00
104	Core drilling as defined in Section 5.9.5	10	1.5"	2.5"	2.75"	$49.00	$ 49.00
105	Core drilling as defined in Section 5.9.5	10	2"	3"	5"	$55.00	$ 55.00
106	Core drilling as defined in Section 5.9.5	10	2.5"	3.5"	6"	$60.00	$ 60.00
107	Core drilling as defined in Section 5.9.5	10	3"	4"	6"	$65.00	$ 65.00
						Grand Total	$ 271.00

Because of this, there is an error on the Attachment A. Please confirm that the correct amount is $2,710.

ATTACHMENT A
(Page 5 of 5)

PRICING SHEET

GROUP A - CHAIN LINK FENCE	Extended Grand Total	$	1,232,611.81
GROUP B - WOOD FENCE	Grand Total	$	20,390
GROUP C - VINYL (PVC) FENCE	Grand Total	$	66,940
GROUP D - ALUMINUM ROLLING GATE	Grand Total	$	21,200
GROUP E - CORE DRILLING, AS REQUIRED	Grand Total	$	271
GROUP F – RANCH SYTLE, VINYL (PVC) FENCE	Grand Total	$	8,214
EMERGENCY CALLS	Hourly Rate	$	48

Let me know if you have any questions.

Thank you,

Lina Moreno

Purchasing Assistant

LMoreno@CooperCity.gov

Phone: 954-434-4300 Ext.225

Web: www.CooperCity.gov

Facebook: CooperCityFL

Twitter: @CooperCityGOV

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From: Julie Bush <jb@gomezfence.com>
Sent: Wednesday, October 11, 2023 10:13 AM
To: Lina Moreno <LMoreno@coopercity.gov>
Cc: Caridad Gomez <CA@gomezfence.com>
Subject: ITB 2023-5-PW/UTL | Fence Replacement, Repair and Installation Services - Bid Pricing Sheet

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Good morning,

Attached you may find the excel file with the pricing submitted for the ITB 2023-5-PW/UTL solicitation.

Thanks,

Julie Bush

Estimator

Gomez & Son Fence, Corp.

Phone: 305-471-8922 Ext. 110

Fax: 305-471-8925

E-mail: jb@gomezfence.com



Please note that Florida has a broad public records laws and that all correspondence to me via email may be subject to disclosure.

Bid No.: ITB 2023-5-PW/UTL
Bid Title: Fence Replacement, Repair & Installation Services
Bid Opening Date: 09/21/2023 @ 3:00PM
Distribution Stats: 47 Planholders, 1962 Bidders Notified, 3 Bids Received

Vendor's Name	Gomez & Son Fence Corp.	KER Construction LLC	Legacy Capital LLC
FEIN	45-2731396	81-0979114	32-0535639
Questionnaire Form	Received	Received	Received
Public Entity Crimes (PEC) form	Received	Received	Received
ADA Affidavit	Received	Received	Received
Business Entity Affidavit	Received	Received	Received
Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)	Not Applicable	Not Applicable	Not Applicable
W-9, Request for Taxpayer Identification Number	Received	Received	Received
Proof of Workers Compensation Insurance or Exemption	Received	Received	Received
Proof of Liability Insurance	Received	Received	Received
Ownership Disclosure Affidavit	Received	Received	Received
Drug-Free Workplace Certificate	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received
Non-Conflict of Interest Statement	Received	Received	Received
Piggyback Statement on Pricing Sheet	Yes	No	Yes
E-Verify Form	Received	Received	Received

PRICING SHEET - ITB 2023-5-PW/UTL

GROUP A - CHAIN LINK FENCE

			Gomez & Son Fence Corp.						KER Construction LLC						Legacy Capital LLC					
SIZE 4 FOOT FENCE																				
Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost
1	Up to 500 LF	200	$ 25.00	$ 5,000.00	$ 32.50	$ 6,500.00	$ 15.00	$ 3,000.00	$ 20.37	$ 4,074.00	$ 27.93	$ 5,586.00	N/A	#VALUE!	$ 12.00	$ 2,400.00	$ -	$ -	$ -	$ -
2	501 LF +	1	$ 30.00	$ 30.00	$ 39.00	$ 39.00	$ 15.00	$ 15.00	$ 19.35	$ 19.35	$ 26.53	$ 26.53	N/A	#VALUE!	$ 12.00	$ 12.00	$ -	$ -	$ -	$ -
3	Fabric Only: Remove existing/Install New	500	$ 15.00	$ 7,500.00	$ 19.50	$ 9,750.00	$ 15.00	$ 7,500.00	$ 9.75	$ 4,875.00	$ 8.25	$ 4,125.00	N/A	#VALUE!	$ 8.00	$ 4,000.00	$ -	$ -	$ -	$ -
4	Terminal Post Ends	2	$ 40.00	$ 80.00	$ 52.00	$ 104.00	$ 67.60	$ 135.20	$ 90.00	$ 180.00	$ 112.00	$ 224.00	N/A	#VALUE!	$ 30.00	$ 60.00	$ -	$ -	$ -	$ -
5	Terminal Corner Post/Pull Post	2	$ 40.00	$ 80.00	$ 52.00	$ 104.00	$ 67.60	$ 135.20	$ 105.00	$ 210.00	$ 135.00	$ 270.00	N/A	#VALUE!	$ 30.00	$ 60.00	$ -	$ -	$ -	$ -
6	Terminal Post Attachment	8	$ 150.00	$ 1,200.00	$ 195.00	$ 1,560.00	$ 253.50	$ 2,028.00	$ 45.00	$ 360.00	$ 55.00	$ 440.00	N/A	#VALUE!	$ 30.00	$ 240.00	$ -	$ -	$ -	$ -
7	SINGLE SWING-4 ft. Wide Gate Opening	1	$ 300.00	$ 300.00	$ 390.00	$ 390.00	$ 507.00	$ 507.00	$ 384.00	$ 384.00	$ 403.00	$ 403.00	N/A	#VALUE!	$ 120.00	$ 120.00	$ -	$ -	$ -	$ -
8	SINGLE SWING-5 ft. Wide Gate Opening	1	$ 300.00	$ 300.00	$ 390.00	$ 390.00	$ 507.00	$ 507.00	$ 479.00	$ 479.00	$ 504.00	$ 504.00	N/A	#VALUE!	$ 150.00	$ 150.00	$ -	$ -	$ -	$ -
9	DOUBLE SWING-8 ft.Wide Gate Opening	1	$ 300.00	$ 300.00	$ 390.00	$ 390.00	$ 507.00	$ 507.00	$ 766.00	$ 766.00	$ 805.00	$ 805.00	N/A	#VALUE!	$ 180.00	$ 180.00	$ -	$ -	$ -	$ -
10	DOUBLE SWING-10 ft. Wide Gate Opening	1	$ 300.00	$ 300.00	$ 390.00	$ 390.00	$ 507.00	$ 507.00	$ 960.00	$ 960.00	$ 1,007.00	$ 1,007.00	N/A	#VALUE!	$ 195.00	$ 195.00	$ -	$ -	$ -	$ -
			Total	**$ 15,090.00**	**Total**	**$ 19,617.00**	**Total**	**$ 14,841.40**	**Total**	**$ 12,307.35**	**Total**	**$ 13,390.53**	**Total**	**#VALUE!**	**Total**	**$ 7,417.00**	**Total**	**$ -**	**Total**	**$ -**
SIZE 6 FOOT FENCE																				
Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost
11	Up to 500 LF	200	$ 37.00	$ 7,400.00	$ 48.10	$ 9,620.00	$ 40.00	$ 8,000.00	$ 27.52	$ 5,504.00	$ 37.15	$ 7,430.00	N/A	#VALUE!	$ 14.00	$ 2,800.00	$ -	$ -	$ -	$ -
12	501 LF +	1000	$ 36.00	$ 36,000.00	$ 46.80	$ 46,800.00	$ 40.00	$ 40,000.00	$ 26.14	$ 26,140.00	$ 35.77	$ 35,770.00	N/A	#VALUE!	$ 14.00	$ 14,000.00	$ -	$ -	$ -	$ -
13	Fabric Only: Remove existing/Install New	2000	$ 23.00	$ 46,000.00	$ 29.90	$ 59,800.00	$ 38.87	$ 77,740.00	$ 14.19	$ 28,380.00	$ 11.85	$ 23,700.00	N/A	#VALUE!	$ 10.00	$ 20,000.00	$ -	$ -	$ -	$ -
14	Terminal Post Ends with Brace	10	$ 120.00	$ 1,200.00	$ 156.00	$ 1,560.00	$ 402.00	$ 4,020.00	$ 105.00	$ 1,050.00	$ 130.00	$ 1,300.00	N/A	#VALUE!	$ 32.00	$ 320.00	$ -	$ -	$ -	$ -
15	Terminal Corner Post/Pull Post with Braces	10	$ 180.00	$ 1,800.00	$ 234.00	$ 2,340.00	$ 320.00	$ 3,200.00	$ 120.00	$ 1,200.00	$ 150.00	$ 1,500.00	N/A	#VALUE!	$ 32.00	$ 320.00	$ -	$ -	$ -	$ -
16	Terminal Post Attachment with Braces	40	$ 60.00	$ 2,400.00	$ 78.00	$ 3,120.00	$ 320.00	$ 12,800.00	$ 65.00	$ 2,600.00	$ 75.00	$ 3,000.00	N/A	#VALUE!	$ 32.00	$ 1,280.00	$ -	$ -	$ -	$ -
17	SINGLE SWING-4 ft. Wide Gate Opening	2	$ 650.00	$ 1,300.00	$ 845.00	$ 1,690.00	$ 1,098.50	$ 2,197.00	$ 575.00	$ 1,150.00	$ 778.00	$ 1,556.00	N/A	#VALUE!	$ 135.00	$ 270.00	$ -	$ -	$ -	$ -
18	SINGLE SWING-8 ft. Wide Gate Opening	1	$ 750.00	$ 750.00	$ 975.00	$ 975.00	$ 1,267.50	$ 1,267.50	$ 699.00	$ 699.00	$ 939.00	$ 939.00	N/A	#VALUE!	$ 165.00	$ 165.00	$ -	$ -	$ -	$ -
19	DOUBLE SWING- 8 ft. Wide Gate Opening	2	$ 850.00	$ 1,700.00	$ 1,105.00	$ 2,210.00	$ 1,436.50	$ 2,873.00	$ 1,148.00	$ 2,296.00	$ 1,550.00	$ 3,100.00	N/A	#VALUE!	$ 200.00	$ 400.00	$ -	$ -	$ -	$ -
20	DOUBLE SWING-10 ft. Wide Gate Opening	2	$ 800.00	$ 1,600.00	$ 1,040.00	$ 2,080.00	$ 1,352.00	$ 2,704.00	$ 1,258.00	$ 2,516.00	$ 1,697.00	$ 3,394.00	N/A	#VALUE!	$ 225.00	$ 450.00	$ -	$ -	$ -	$ -
21	DOUBLE SWING-12 ft. Wide Gate Opening	1	$ 1,140.00	$ 1,140.00	$ 1,482.00	$ 1,482.00	$ 1,926.60	$ 1,926.60	$ 1,364.00	$ 1,364.00	$ 1,839.00	$ 1,839.00	N/A	#VALUE!	$ 250.00	$ 250.00	$ -	$ -	$ -	$ -
22	DOUBLE SWING-16 ft. Wide Gate Opening	1	$ 1,150.00	$ 1,150.00	$ 1,495.00	$ 1,495.00	$ 1,943.50	$ 1,943.50	$ 1,442.00	$ 1,442.00	$ 1,944.00	$ 1,944.00	N/A	#VALUE!	$ 275.00	$ 275.00	$ -	$ -	$ -	$ -
23	SINGLE SLIDE-20 ft. Wide Gate Opening	1	$ 3,900.00	$ 3,900.00	$ 5,070.00	$ 5,070.00	$ 3,850.00	$ 3,850.00	$ 2,540.00	$ 2,540.00	$ 3,291.00	$ 3,291.00	N/A	#VALUE!	$ 350.00	$ 350.00	$ -	$ -	$ -	$ -
24	SINGLE SLIDE- 24 ft. Wide Gate Opening	1	$ 3,800.00	$ 3,800.00	$ 4,940.00	$ 4,940.00	$ 3,200.00	$ 3,200.00	$ 2,933.00	$ 2,933.00	$ 3,960.00	$ 3,960.00	N/A	#VALUE!	$ 400.00	$ 400.00	$ -	$ -	$ -	$ -
25	SINGLE SLIDE- 28 ft. Wide Gate Opening	1	$ 5,230.00	$ 5,230.00	$ 6,799.00	$ 6,799.00	$ 4,300.00	$ 4,300.00	$ 3,505.00	$ 3,505.00	$ 4,730.00	$ 4,730.00	N/A	#VALUE!	$ 425.00	$ 425.00	$ -	$ -	$ -	$ -
			Total	**$ 115,370.00**	**Total**	**$ 149,981.00**	**Total**	**$ 170,021.60**	**Total**	**$ 83,319.00**	**Total**	**$ 97,453.00**	**Total**	**#VALUE!**	**Total**	**$ 41,705.00**	**Total**	**$ -**	**Total**	**$ -**
SIZE 8 FOOT FENCE																				
Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost
26	Up to 500 LF	250	$ 39.00	$ 9,750.00	$ 50.70	$ 12,675.00	$ 65.91	$ 16,477.50	$ 36.37	$ 9,092.50	$ 49.32	$ 12,330.00	N/A	#VALUE!	$ 15.00	$ 3,750.00	$ -	$ -	$ -	$ -
27	501 LF +	1	$ 40.00	$ 40.00	$ 52.00	$ 52.00	$ 67.60	$ 67.60	$ 34.55	$ 34.55	$ 46.84	$ 46.84	N/A	#VALUE!	$ 15.00	$ 15.00	$ -	$ -	$ -	$ -
28	Fabric Only: Remove existing/Install New	200	$ 30.00	$ 6,000.00	$ 39.00	$ 7,800.00	$ 50.70	$ 10,140.00	$ 19.20	$ 3,840.00	$ 16.00	$ 3,200.00	N/A	#VALUE!	$ 12.00	$ 2,400.00	$ -	$ -	$ -	$ -
29	Terminal Post Ends with Brace	2	$ 400.00	$ 800.00	$ 520.00	$ 1,040.00	$ 676.00	$ 1,352.00	$ 120.00	$ 240.00	$ 150.00	$ 300.00	N/A	#VALUE!	$ 34.00	$ 68.00	$ -	$ -	$ -	$ -
30	Terminal Corner Post/Pull Post with Braces	2	$ 420.00	$ 840.00	$ 546.00	$ 1,092.00	$ 709.80	$ 1,419.60	$ 135.00	$ 270.00	$ 170.00	$ 340.00	N/A	#VALUE!	$ 34.00	$ 68.00	$ -	$ -	$ -	$ -
31	Terminal Post Attachment with Braces	8	$ 80.00	$ 640.00	$ 104.00	$ 832.00	$ 135.20	$ 1,081.60	$ 85.00	$ 680.00	$ 95.00	$ 760.00	N/A	#VALUE!	$ 34.00	$ 272.00	$ -	$ -	$ -	$ -
32	SINGLE SWING-4 ft. Wide Gate Opening	2	$ 850.00	$ 1,700.00	$ 1,105.00	$ 2,210.00	$ 1,436.50	$ 2,873.00	$ 660.50	$ 1,321.00	$ 892.00	$ 1,784.00	N/A	#VALUE!	$ 150.00	$ 300.00	$ -	$ -	$ -	$ -
33	SINGLE SWING-6 ft. Wide Gate Opening	1	$ 950.00	$ 950.00	$ 1,235.00	$ 1,235.00	$ 1,605.50	$ 1,605.50	$ 794.00	$ 794.00	$ 1,072.00	$ 1,072.00	N/A	#VALUE!	$ 175.00	$ 175.00	$ -	$ -	$ -	$ -
34	DOUBLE SWING- 8 ft. Wide Gate Opening	2	$ 500.00	$ 1,000.00	$ 650.00	$ 1,300.00	$ 845.00	$ 1,690.00	$ 1,320.80	$ 2,641.60	$ 1,784.00	$ 3,568.00	N/A	#VALUE!	$ 225.00	$ 450.00	$ -	$ -	$ -	$ -
35	DOUBLE SWING-12 ft. Wide Gate Opening	2	$ 1,200.00	$ 2,400.00	$ 1,560.00	$ 3,120.00	$ 2,028.00	$ 4,056.00	$ 1,585.00	$ 3,170.00	$ 2,140.00	$ 4,280.00	N/A	#VALUE!	$ 250.00	$ 500.00	$ -	$ -	$ -	$ -
36	DOUBLE SWING-16 ft. Wide Gate Opening	2	$ 800.00	$ 1,600.00	$ 1,040.00	$ 2,080.00	$ 1,352.00	$ 2,704.00	$ 1,651.00	$ 3,302.00	$ 2,229.00	$ 4,458.00	N/A	#VALUE!	$ 275.00	$ 550.00	$ -	$ -	$ -	$ -
37	SINGLE SLIDE-20 ft. Wide Gate Opening	1	$ 4,900.00	$ 4,900.00	$ 6,370.00	$ 6,370.00	$ 3,100.00	$ 3,100.00	$ 2,710.00	$ 2,710.00	$ 3,659.00	$ 3,659.00	N/A	#VALUE!	$ 300.00	$ 300.00	$ -	$ -	$ -	$ -
38	SINGLE SLIDE- 24 ft. Wide Gate Opening	1	$ 4,250.00	$ 4,250.00	$ 5,525.00	$ 5,525.00	$ 3,500.00	$ 3,500.00	$ 3,258.00	$ 3,258.00	$ 4,395.00	$ 4,395.00	N/A	#VALUE!	$ 325.00	$ 325.00	$ -	$ -	$ -	$ -
39	SINGLE SLIDE- 28 ft. Wide Gate Opening	1	$ 5,450.00	$ 5,450.00	$ 7,085.00	$ 7,085.00	$ 3,500.00	$ 3,500.00	$ 3,937.00	$ 3,937.00	$ 5,314.00	$ 5,314.00	N/A	#VALUE!	$ 350.00	$ 350.00	$ -	$ -	$ -	$ -
40	DOUBLE SWING-24 ft. Wide Gate Opening	1	$ 4,400.00	$ 4,400.00	$ 5,720.00	$ 5,720.00	$ 4,800.00	$ 4,800.00	$ 2,832.00	$ 2,832.00	$ 3,818.00	$ 3,818.00	N/A	#VALUE!	$ 375.00	$ 375.00	$ -	$ -	$ -	$ -
			Total	**$ 44,720.00**	**Total**	**$ 58,136.00**	**Total**	**$ 58,366.80**	**Total**	**$ 38,122.65**	**Total**	**$ 49,324.84**	**Total**	**#VALUE!**	**Total**	**$ 9,898.00**	**Total**	**$ -**	**Total**	**$ -**
SIZE 10 FOOT FENCE																				
Item #	Description of Service	Estimated Quantity	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost	Galvanized Price	Extended Cost	PVC Coated Price	Extended Cost	Tennis CT Price	Extended Cost
41	Up to 500 LF	200	$ 55.00	$ 11,000.00	$ 71.50	$ 14,300.00	$ 80.00	$ 16,000.00	$ 43.30	$ 8,660.00	$ 58.00	$ 11,600.00	N/A	#VALUE!	$ 20.00	$ 4,000.00	$ -	$ -	$ -	$ -

PRICING SHEET - ITB 2023-5-PW/UTL

GROUP A - CHAIN LINK FENCE

			Gomez & Son Fence Corp.						KER Construction LLC						Legacy Capital LLC					
42	501 LF +	600	$ 54.00	$ 32,400.00	$ 70.20	$ 42,120.00	$ 80.00	$ 48,000.00	$ 42.00	$ 25,200.00	$ 55.00	$ 33,000.00	N/A	#VALUE!	$ 20.00	$ 12,000.00	$ -	$ -	$ -	$ -
43	Fabric Only: Remove existing/Install New	200	$ 50.00	$ 10,000.00	$ 65.00	$ 13,000.00	$ 80.00	$ 16,000.00	$ 30.00	$ 6,000.00	$ 24.00	$ 4,800.00	N/A	#VALUE!	$ 15.00	$ 3,000.00	$ -	$ -	$ -	$ -
44	Terminal Post Ends with Brace	4	$ 350.00	$ 1,400.00	$ 455.00	$ 1,820.00	$ 591.50	$ 2,366.00	$ 130.00	$ 520.00	$ 180.00	$ 720.00	N/A	#VALUE!	$ 39.00	$ 156.00	$ -	$ -	$ -	$ -
45	Terminal Corner Post/Pull Post with Braces	4	$ 360.00	$ 1,440.00	$ 468.00	$ 1,872.00	$ 608.40	$ 2,433.60	$ 145.00	$ 580.00	$ 195.00	$ 780.00	N/A	#VALUE!	$ 39.00	$ 156.00	$ -	$ -	$ -	$ -
46	Terminal Post Attachment with Braces	16	$ 90.00	$ 1,440.00	$ 117.00	$ 1,872.00	$ 152.10	$ 2,433.60	$ 85.00	$ 1,360.00	$ 95.00	$ 1,520.00	N/A	#VALUE!	$ 39.00	$ 624.00	$ -	$ -	$ -	$ -
47	SINGLE SWING-4 ft. Wide Gate Opening	1	$ 950.00	$ 950.00	$ 1,235.00	$ 1,235.00	$ 1,605.50	$ 1,605.50	$ 958.00	$ 958.00	$ 1,007.00	$ 1,007.00	N/A	#VALUE!	$ 175.00	$ 175.00	$ -	$ -	$ -	$ -
48	SINGLE SWING-6 ft. Wide Gate Opening	1	$ 800.00	$ 800.00	$ 1,040.00	$ 1,040.00	$ 1,352.00	$ 1,352.00	$ 1,437.00	$ 1,437.00	$ 1,510.00	$ 1,510.00	N/A	#VALUE!	$ 200.00	$ 200.00	$ -	$ -	$ -	$ -
49	DOUBLE SWING- 8 ft. Wide Gate Opening	1	$ 2,080.00	$ 2,080.00	$ 2,704.00	$ 2,704.00	$ 3,515.20	$ 3,515.20	$ 1,915.00	$ 1,915.00	$ 2,013.00	$ 2,013.00	N/A	#VALUE!	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -
50	DOUBLE SWING- 10 ft. Wide Gate Opening	1	$ 900.00	$ 900.00	$ 1,170.00	$ 1,170.00	$ 1,521.00	$ 1,521.00	$ 2,394.00	$ 2,394.00	$ 3,020.00	$ 3,020.00	N/A	#VALUE!	$ 250.00	$ 250.00	$ -	$ -	$ -	$ -
51	DOUBLE SWING-12 ft. Wide Gate Opening	2	$ 2,450.00	$ 4,900.00	$ 3,185.00	$ 6,370.00	$ 2,000.00	$ 4,000.00	$ 2,890.00	$ 5,780.00	$ 3,495.00	$ 6,990.00	N/A	#VALUE!	$ 275.00	$ 550.00	$ -	$ -	$ -	$ -
52	DOUBLE SWING-16 ft. Wide Gate Opening	1	$ 1,850.00	$ 1,850.00	$ 2,405.00	$ 2,405.00	$ 2,000.00	$ 2,000.00	$ 3,830.00	$ 3,830.00	$ 4,026.00	$ 4,026.00	N/A	#VALUE!	$ 300.00	$ 300.00	$ -	$ -	$ -	$ -
53	DOUBLE SWING-20 ft. Wide Gate Opening	1	$ 1,900.00	$ 1,900.00	$ 2,470.00	$ 2,470.00	$ 3,211.00	$ 3,211.00	$ 4,788.00	$ 4,788.00	$ 5,032.00	$ 5,032.00	N/A	#VALUE!	$ 325.00	$ 325.00	$ -	$ -	$ -	$ -
			Total	**$ 71,060.00**	**Total**	**$ 92,378.00**	**Total**	**$ 104,437.90**	**Total**	**$ 63,422.00**	**Total**	**$ 76,018.00**	**Total**	**#VALUE!**	**Total**	**$ 21,961.00**	**Total**	**$ -**	**Total**	**$ -**
	SIZE 12 FOOT FENCE																			
Item #	**Description of Service**	**Estimated Quantity**	**Galvanized Price**	**Extended Cost**	**PVC Coated Price**	**Extended Cost**	**Tennis CT Price**	**Extended Cost**	**Galvanized Price**	**Extended Cost**	**PVC Coated Price**	**Extended Cost**	**Tennis CT Price**	**Extended Cost**	**Galvanized Price**	**Extended Cost**	**PVC Coated Price**	**Extended Cost**	**Tennis CT Price**	**Extended Cost**
54	501 LF +	1	$ 89.00	$ 89.00	$ 115.70	$ 115.70	$ 150.41	$ 150.41	$ 53.81	$ 53.81	$ 68.00	$ 68.00	$ 66.00	$ 66.00	$ 30.00	$ 30.00	$ -	$ -	$ -	$ -
55	Fabric Only: Remove existing/Install New	250	$ 68.00	$ 17,000.00	$ 88.40	$ 22,100.00	$ 83.00	$ 20,750.00	$ 36.00	$ 9,000.00	$ 30.00	$ 7,500.00	$ 28.00	$ 7,000.00	$ 25.00	$ 6,250.00	$ -	$ -	$ -	$ -
56	Terminal Post Ends with Brace	2	$ 780.00	$ 1,560.00	$ 1,014.00	$ 2,028.00	$ 1,318.20	$ 2,636.40	$ 150.00	$ 300.00	$ 210.00	$ 420.00	N/A	#VALUE!	$ 42.00	$ 84.00	$ -	$ -	$ -	$ -
57	Terminal Corner Post/Pull Post with Braces	2	$ 790.00	$ 1,580.00	$ 1,027.00	$ 2,054.00	$ 1,335.10	$ 2,670.20	$ 165.00	$ 330.00	$ 240.00	$ 480.00	N/A	#VALUE!	$ 42.00	$ 84.00	$ -	$ -	$ -	$ -
58	Terminal Post Attachment with Braces	12	$ 100.00	$ 1,200.00	$ 130.00	$ 1,560.00	$ 169.00	$ 2,028.00	$ 90.00	$ 1,080.00	$ 120.00	$ 1,440.00	N/A	#VALUE!	$ 42.00	$ 504.00	$ -	$ -	$ -	$ -
59	SINGLE SWING-4 ft. Wide Gate Opening	1	$ 1,380.00	$ 1,380.00	$ 1,794.00	$ 1,794.00	$ 2,332.20	$ 2,332.20	N/A	#VALUE!	N/A	#VALUE!	N/A	#VALUE!	$ 200.00	$ 200.00	$ -	$ -	$ -	$ -
60	SINGLE SWING-6 ft. Wide Gate Opening	1	$ 1,680.00	$ 1,680.00	$ 2,184.00	$ 2,184.00	$ 2,839.20	$ 2,839.20	N/A	#VALUE!	N/A	#VALUE!	N/A	#VALUE!	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -
61	DOUBLE SWING-12 ft. Wide Gate Opening	1	$ 900.00	$ 900.00	$ 1,170.00	$ 1,170.00	$ 1,521.00	$ 1,521.00	N/A	#VALUE!	N/A	#VALUE!	N/A	#VALUE!	$ 250.00	$ 250.00	$ -	$ -	$ -	$ -
62	DOUBLE SWING-16 ft. Wide Gate Opening	1	$ 900.00	$ 900.00	$ 1,170.00	$ 1,170.00	$ 1,521.00	$ 1,521.00	N/A	#VALUE!	N/A	#VALUE!	N/A	#VALUE!	$ 275.00	$ 275.00	$ -	$ -	$ -	$ -
			Total	**$ 26,289.00**	**Total**	**$ 34,175.70**	**Total**	**$ 36,448.41**	**Total**	**$ 10,763.81**	**Total**	**$ 9,908.00**	**Total**	**$ 7,066.00**	**Total**	**$ 7,902.00**	**Total**	**$ -**	**Total**	**$ -**
	BACKSTOP FENCING (6 GAUGE X 10 FOOT HIGH, FABRIC & INSTALLATION ONLY)																			
Item #	**Description of Service**	**Estimated Quantity**	**Galvanized Price**	**Extended Cost**	PVC Coated	Extended Cost	Tennis CT		**Galvanized Price**	**Extended Cost**	PVC Coated	Extended Cost	Tennis CT		**Galvanized Price**	**Extended Cost**	PVC Coated	Extended Cost	Tennis CT	
63	101 to 1000 LF	500	$ 300.00	$ 150,000.00	N/A		N/A		$ 80.00	$ 40,000.00	N/A		N/A		$ 35.00	$ 17,500.00	N/A		N/A	
			Total	**$ 150,000.00**					**Total**	**$ 40,000.00**					**Total**	**$ 17,500.00**				
	SECURITY FENCING (1/2 " Mesh, 8 ft high, PVC Coated)																			
Item #	**Description of Service**	**Estimated Quantity**	Galvanized		**PVC Coated Price**	**Extended Cost**	Tennis CT		Galvanized		**PVC Coated Price**	**Extended Cost**	Tennis CT		Galvanized		**PVC Coated Price**	**Extended Cost**	Tennis CT	
64	501 LF +	1	N/A		$ 79.00	$ 79.00	N/A		N/A		$ 49.00	$ 49.00	N/A		N/A		$ 30.00	$ 30.00	N/A	
65	Fabric Only: Remove existing/Install New	200	N/A		$ 60.00	$ 12,000.00	N/A		N/A		$ 28.00	$ 5,600.00	N/A		N/A		$ 25.00	$ 5,000.00	N/A	
			Total		**Total**	**$ 12,079.00**			Total		**Total**	**$ 5,649.00**			Total		**Total**	**$ 5,030.00**		
	FENCE EXTRA RAILS																			
Item #	**Description of Service**	**Estimated Quantity**	**Galvanized Price**	**Extended Cost**	**PVC Coated Price**	**Extended Cost**	Tennis CT		**Galvanized Price**	**Extended Cost**	**PVC Coated Price**	**Extended Cost**	Tennis CT		**Galvanized Price**	**Extended Cost**	**PVC Coated Price**	**Extended Cost**	Tennis CT	
66	Middle Rail Per LF	500	$ 20.00	$ 10,000.00	$ 15.00	$ 7,500.00	N/A		$ 8.00	$ 4,000.00	$ 9.50	$ 4,750.00	N/A		$ 15.00	$ 7,500.00	$ 20.00	$ 10,000.00	N/A	
67	Bottom Rail Per LF	500	$ 20.00	$ 10,000.00	$ 15.00	$ 7,500.00	N/A		$ 8.00	$ 4,000.00	$ 9.50	$ 4,750.00	N/A		$ 15.00	$ 7,500.00	$ 20.00	$ 10,000.00	N/A	
			Total	**$ 20,000.00**	**Total**	**$ 15,000.00**			**Total**	**$ 8,000.00**	**Total**	**$ 9,500.00**			**Total**	**$ 15,000.00**	**Total**	**$ 20,000.00**		
	LINE POSTS - PER LINEAR FOOT - REVISED																			
Item #	**Description of Service**	**Estimated Quantity**	**Galvanized**	**Extended Cost**	**PVC Coated Price**	**Extended Cost**	Tennis CT		**Galvanized**	**Extended Cost**	**PVC Coated Price**	**Extended Cost**	Tennis CT		**Galvanized**	**Extended Cost**	**PVC Coated Price**	**Extended Cost**	Tennis CT	
68	Post, 1.875 inch OD (for 4 ft fence), per LF	1	$ 45.00	$ 45.00	$ 55.00	$ 55.00	N/A		$ 15.00	$ 15.00	$ 20.17	$ 20.17	N/A		$ 40.00	$ 40.00	$ -	$ -	N/A	
69	Post, 2.375 inch OD (for 6-10 ft fence), per LF	1	$ 120.00	$ 120.00	$ 140.00	$ 140.00	N/A		$ 14.88	$ 14.88	$ 19.89	$ 19.89	N/A		$ 45.00	$ 45.00	$ -	$ -	N/A	
70	Post, 2.875 inch OD (for 12 ft fence), per LF	1	$ 210.00	$ 210.00	$ 230.00	$ 230.00	N/A		$ 14.50	$ 14.50	$ 19.58	$ 19.58	N/A		$ 50.00	$ 50.00	$ -	$ -	N/A	
			Total	**$ 375.00**	**Total**	**$ 425.00**			**Total**	**$ 44.38**	**Total**	**$ 59.64**			**Total**	**$ 135.00**	**Total**	**$ -**		
			Galvanized Grand Total	**$ 442,904.00**	**PVC Coated Grand Total**	**$ 381,791.70**	**Tennis CT Grand Total**	**$ 384,116.11**	**Galvanized Grand Total**	**$ 255,979.19**	**PVC Coated Grand Total**	**$ 261,303.01**	**Tennis CT Grand Total**	**$ 7,066.00**	**Galvanized Grand Total**	**$ 121,518.00**	**PVC Coated Grand Total**	**$ 25,030.00**	**Tennis CT Grand Total**	**$ -**
	REMOVAL – ALL SIZES																			

PRICING SHEET - ITB 2023-5-PW/UTL

GROUP A - CHAIN LINK FENCE

Item #	Description of Service	Estimated Quantity	Gomez & Son Fence Corp. Price per Linear Foot (UNIT)	Gomez & Son Fence Corp. Extended Cost	[redacted]	KER Construction LLC Price per Linear Foot (UNIT)	KER Construction LLC Extended Cost	[redacted]	Legacy Capital LLC Price per Linear Foot (UNIT)	Legacy Capital LLC Extended Cost	[redacted]
	REMOVAL 4 FT. FENCE										
71	Up to 100 LF	50	$ 8.00	$ 400.00		$ 10.00	$ 500.00		$ 20.00	$ 1,000.00	
72	101 LF to 1000 LF	200	$ 8.00	$ 1,600.00		$ 8.50	$ 1,700.00		$ 15.00	$ 3,000.00	
	REMOVAL 6 FT FENCE										
73	Up to 100 LF	100	$ 8.00	$ 800.00		$ 12.00	$ 1,200.00		$ 22.00	$ 2,200.00	
74	101 LF to 1000 LF	2000	$ 7.00	$ 14,000.00		$ 9.50	$ 19,000.00		$ 17.00	$ 34,000.00	
	REMOVAL 8 FT. FENCE						$ -			$ -	
75	Up to 100 LF	50	$ 9.00	$ 450.00		$ 14.00	$ 700.00		$ 24.00	$ 1,200.00	
76	101 LF to 1000 LF	250	$ 9.00	$ 2,250.00		$ 12.50	$ 3,125.00		$ 19.00	$ 4,750.00	
	REMOVAL 10 FT FENCE										
77	Up to 100 LF	30	$ 20.00	$ 600.00		$ 16.00	$ 480.00		$ 26.00	$ 780.00	
78	101 LF to 1000 LF	5	$ 20.00	$ 100.00		$ 14.50	$ 72.50		$ 21.00	$ 105.00	
	REMOVAL 12 FT FENCE										
79	Up to 100 LF	40	$ 15.00	$ 600.00		$ 17.00	$ 680.00		$ 28.00	$ 1,120.00	
80	101 LF to 1000 LF	200	$ 15.00	$ 3,000.00		$ 15.50	$ 3,100.00		$ 23.00	$ 4,600.00	
[redacted]			Total	$ 23,800.00		Total	$ 30,557.50		Total	$ 52,755.00	
	Extended Grand Total (Galvanized Grand Total + PVC Coated Grand Total + Tennis CT Grand Total + Removal Total)			**$ 1,232,611.81**				**$ 554,905.70**			**$ 199,303.00**

ADDITIONAL ITEM

Item #	Description of Service	Estimated Quantity	Price per Linear Foot (UNIT)
114	Upgrade from 9-gauge to 6-gauge fabric, 4 ft., per LF	1	$ 15.00
115	Upgrade from 9-gauge to 6-gauge fabric, 6 ft. per LF	1	$ 20.00
116	Upgrade from 9-gauge to 6-gauge fabric, 8 ft. per LF	1	$ 25.00
117	Upgrade from 9-gauge to 6-gauge fabric, 12 ft. per LF	1	$ 30.00

ADDITIONAL ITEM

Item #	Description of Service	Estimated Quantity	Price per Linear Foot (UNIT)
114	Upgrade from 9-gauge to 6-gauge fabric, 4 ft., per LF	1	$ 9.25
115	Upgrade from 9-gauge to 6-gauge fabric, 6 ft. per LF	1	$ 13.75
116	Upgrade from 9-gauge to 6-gauge fabric, 8 ft. per LF	1	$ 18.90
117	Upgrade from 9-gauge to 6-gauge fabric, 12 ft. per LF	1	$ 27.06

ADDITIONAL ITEM

Item #	Description of Service	Estimated Quantity	Price per Linear Foot (UNIT)
114	Upgrade from 9-gauge to 6-gauge fabric, 4 ft., per LF	1	$ -
115	Upgrade from 9-gauge to 6-gauge fabric, 6 ft. per LF	1	$ -
116	Upgrade from 9-gauge to 6-gauge fabric, 8 ft. per LF	1	$ -
117	Upgrade from 9-gauge to 6-gauge fabric, 12 ft. per LF	1	$ -

GROUP B - WOOD FENCE

				Gomez & Son Fence Corp.		KER Construction LLC		Legacy Capital LLC	
Wood Privacy Fence 6-Foot Shadow Box									
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
81	Install Fencing up to 8 feet	24	Each	$ 55.00	$ 1,320.00	$ 800.00	$ 19,200.00	$ 50.00	$ 1,200.00
82	Install Fencing greater than 8 feet	30	Linear Foot	$ 70.00	$ 2,100.00	$ 60.00	$ 1,800.00	$ 60.00	$ 1,800.00
83	Install Post	36	Each	$ 160.00	$ 5,760.00	$ 75.00	$ 2,700.00	$ 40.00	$ 1,440.00
84	Install Walk Gate	1	Each	$ 1,850.00	$ 1,850.00	$ 400.00	$ 400.00	$ 300.00	$ 300.00
85	Install Drive Gate	3	Each	$ 2,700.00	$ 8,100.00	$ 700.00	$ 2,100.00	$ 600.00	$ 1,800.00
86	Remove Existing Fencing	180	Linear Foot	$ 7.00	$ 1,260.00	$ 12.00	$ 2,160.00	$ 25.00	$ 4,500.00
				Grand Total	**$ 20,390.00**	**Grand Total**	**$ 28,360.00**	**Grand Total**	**$ 11,040.00**

GROUP C - VINYL (PVC) FENCE

				Gomez & Son Fence Corp.		KER Construction LLC		Legacy Capital LLC	
Illusions Vinyl Fence V300 series or approved equal									
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
87	Install Fencing up to 8 feet	24	Each	$ 150.00	$ 3,600.00	$ 950.00	$ 22,800.00	$ 50.00	$ 1,200.00
88	Install Fencing greater than 8 feet	30	Linear Foot	$ 150.00	$ 4,500.00	$ 75.00	$ 2,250.00	$ 60.00	$ 1,800.00
89	Install Post	36	Each	$ 270.00	$ 9,720.00	$ 120.00	$ 4,320.00	$ 40.00	$ 1,440.00
90	Install Walk Gate	1	Each	$ 2,350.00	$ 2,350.00	$ 575.00	$ 575.00	$ 300.00	$ 300.00
91	Install Drive Gate	3	Each	$ 4,160.00	$ 12,480.00	$ 1,000.00	$ 3,000.00	$ 600.00	$ 1,800.00
92	Remove Existing Fencing	180	Linear Foot	$ 7.00	$ 1,260.00	$ 12.00	$ 2,160.00	$ 25.00	$ 4,500.00
			Total		**$ 33,910.00**	**Total**	**$ 35,105.00**	**Total**	**$ 11,040.00**
Illusions Vinyl Fence V210 series or approved equal									
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
93	Install Fencing up to 8 feet	24	Each	$ 150.00	$ 3,600.00	$ 1,100.00	$ 26,400.00	$ 60.00	$ 1,440.00
94	Install Fencing greater than 8 feet	30	Linear Foot	$ 170.00	$ 5,100.00	$ 98.50	$ 2,955.00	$ 70.00	$ 2,100.00
95	Install Post	36	Each	$ 190.00	$ 6,840.00	$ 135.00	$ 4,860.00	$ 50.00	$ 1,800.00
96	Install Walk Gate	1	Each	$ 2,550.00	$ 2,550.00	$ 700.00	$ 700.00	$ 320.00	$ 320.00
97	Install Drive Gate	3	Each	$ 4,560.00	$ 13,680.00	$ 1,200.00	$ 3,600.00	$ 620.00	$ 1,860.00
98	Remove Existing Fencing	180	Linear Foot	$ 7.00	$ 1,260.00	$ 12.00	$ 2,160.00	$ 25.00	$ 4,500.00
			Total		**$ 33,030.00**	**Total**	**$ 40,675.00**	**Total**	**$ 12,020.00**
			Grand Total		**$ 66,940.00**	**Grand Total**	**$ 75,780.00**	**Grand Total**	**$ 23,060.00**

GROUP D - ALUMINUM ROLLING GATES

				Gomez & Son Fence Corp.		KER Construction LLC		Legacy Capital LLC	
Public Works									
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
99	Removal and Replacement of Existing Gate as specified in Section 5.9.4	1	Gate	$ 6,500.00	$ 6,500.00	$ 16,380.00	$ 16,380.00	$ 1,500.00	$ 1,500.00
East RV lot									
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
100	Removal and Replacement of Existing Gate as specified in Section 5.9.4	1	Gate	$ 4,500.00	$ 4,500.00	$ 10,998.00	$ 10,998.00	$ 1,500.00	$ 1,500.00
West RV lot									
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
101	Removal and Replacement of Existing Gate as specified in Section 5.9.4	1	Gate	$ 4,200.00	$ 4,200.00	$ 10,296.00	$ 10,296.00	$ 1,500.00	$ 1,500.00
Fleet									
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
102	Removal and Replacement of Existing Gate as specified in Section 5.9.4	1	Gate	$ 6,000.00	$ 6,000.00	$ 9,360.00	$ 9,360.00	$ 1,500.00	$ 1,500.00
				Grand Total	**$ 21,200.00**	**Grand Total**	**$ 47,034.00**	**Grand Total**	**$ 6,000.00**

GROUP E - CORE DRILLING, AS REQUIRED

						Gomez & Son Fence Corp.		KER Construction LLC		Legacy Capital LLC	
ITEM #	Description of Service	Estimated Quantity	Post Size	Hole Diameter	Hole Depth	Price	Extended Price	Price	Extended Price	Price	Extended Price
103	Core drilling as defined in Section 5.9.5	10	1"	2"	2.5"	$ 42.00	$ 420.00	$ 69.00	$ 690.00	$ 400.00	$ 4,000.00
104	Core drilling as defined in Section 5.9.5	10	1.5"	2.5"	2.75"	$ 49.00	$ 490.00	$ 69.00	$ 690.00	$ 500.00	$ 5,000.00
105	Core drilling as defined in Section 5.9.5	10	2"	3"	5"	$ 55.00	$ 550.00	$ 83.00	$ 830.00	$ 600.00	$ 6,000.00
106	Core drilling as defined in Section 5.9.5	10	2.5"	3.5"	6"	$ 60.00	$ 600.00	$ 83.00	$ 830.00	$ 700.00	$ 7,000.00
107	Core drilling as defined in Section 5.9.5	10	3"	4"	6"	$ 65.00	$ 650.00	$ 101.00	$ 1,010.00	$ 800.00	$ 8,000.00
						Grand Total	**$ 2,710.00**	**Grand Total**	**$ 4,050.00**	**Grand Total**	**$ 30,000.00**

GROUP F - RANCH STYLE (PVC) FENCE

				Gomez & Son Fence Corp.		KER Construction LLC		Legacy Capital LLC	
Finished Height: 50" at top of post									
Item #	**Description of Service**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
108	PVC **Standard** Post, .150 gauge, WHITE, 5" x 5" x 84"	1	Each	$ 135.00	$ 135.00	$ 120.00	$ 120.00	$ 40.00	$ 40.00
109	PVC **Terminal** Post, .150 gauge, WHITE Includes "H" style, aluminum post stiffener 5" x 5" x 84"	1	Each	$ 155.00	$ 155.00	$ 120.00	$ 120.00	$ 45.00	$ 45.00
110	Post Caps, Pyramid, .095 gauge, WHITE 5"x 5"	1	Each	$ 9.00	$ 9.00	$ 25.00	$ 25.00	$ 20.00	$ 20.00
111	PVC Rails, .095 gauge, WHITE 1 ½" x 5 ½" x 16'	1	Each	$ 115.00	$ 115.00	$ 17.00	$ 17.00	$ 25.00	$ 25.00
112	8' Double Door, 3-Rail Gate with V-Channel Braces (Two 4' sections) .095 gauge, WHITE Heavy Duty Hinges & Latches, Stainless Steel, Black Finish Gate must align with adjacent fence	1	Each	$ 3,200.00	$ 3,200.00	$ 1,270.00	$ 1,270.00	$ 650.00	$ 650.00
113	12' Double Door, 3-Rail Gate with V-Channel (Two 6' sections) .095 gauge, WHITE Heavy Duty Hinges & Latches, Stainless Steel, Black Finish Gate must align with adjacent fence	1	Each	$ 4,600.00	$ 4,600.00	$ 1,675.00	$ 1,675.00	$ 700.00	$ 700.00
				Grand Total	**$ 8,214.00**	**Grand Total**	**$ 3,227.00**	**Grand Total**	**$ 1,480.00**

Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

Vendor: Gomez & Son Fence Corp. **FEIN: 45-2731396**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Contractors	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Monday, October 30, 2023	

Vendor Compliance Check List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Vendor Compliance Check List

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Engen Botswana	Sudan & Iran	Botswana	March 24, 2015	Yes
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes
Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (One company was added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Morningstar, Inc (Sustainalytics)	**United States**	**October 25, 2023**
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Ghana Ltd	Ghana	July 29, 2021
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
# of Companies that Boycott Israel	18	

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance
Check List

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 20, 2023
Secretary of State
5360313251CC

DOCUMENT# P16000084919

Entity Name: GOMEZ & SON FENCE CORP.

Current Principal Place of Business:

10805 NW 22 STREET
DORAL, FL 33172

Current Mailing Address:

PO BOX 226915
MIAMI, FL 33222 US

FEI Number: 45-2731396

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GOMEZ, CARIDAD
420 NW 120 AVENUE
MIAMI, FL 33182 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	GOMEZ, CARIDAD
Address	PO BOX 226915
City-State-Zip:	MIAMI FL 33222

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARIDAD GOMEZ PRESIDENT 01/20/2023

Electronic Signature of Signing Officer/Director Detail — Date

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Gomez & Son Fence	Gomez & Son Fence	Open	05/22/2012		10 to 19	1	FL

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Utilities Department

DATE: November 14, 2023

SUBJECT: Motion to approve and authorize the updated job descriptions of the positions of Utilities Coordinator, Administrative Assistant, Electrician Assistant and Utilities Mechanic Trainee as approved by the City Commission in the 2023 Classification and Compensation Study and FY 2024 budget - **Utilities**

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval and authorization of the updated job descriptions of the positions of Utilities Coordinator, Administrative Specialist, Electrician Assistant and Utilities Mechanic Trainee as approved by the Commission in the 2023 Classification and Compensation Study and FY 2024 budget

BACKGROUND OF ITEM:
On August 22, 2023, the City Commission approved a Classification and Compensation Study. That Study contained the listing of reclassified / retitled positions and also some new positions with their pay grades and pay ranges that were intended to be part of the FY 2024 budget. Barring unforeseen circumstances, it is anticipated that the updated job descriptions should be ready for approval by the Commission in its December 12, 2023 meeting. However, due to the urgent needs of the Utilities Department, the aforementioned four (4) positions are being fast-tracked for Commission approval and posting.

Utilities Coordinator: This is a new position in the FY 2024 budget for the Utilities Department. It's job description has been borrowed from the Public Works Coordinator position approved by the City Commission on June 14, 2022. It has been updated to suit the needs of the Utilities Department. The strike outs are deletions and underlines are additions.

Administrative Specialist: This is an existing position and the employee is in the drop program, ready to retire on January 8, 2024. Minor updates have been made to the current job description for clarification purpose. The strike outs are deletions and underlines are additions.

Electrician Assistant: This is a new position in the FY 2024 budget for the Utilities Department. Presently, it is budgeted as a part-time position (PT 29) but the responsibilities are the same.

Utilities Mechanic Trainee: This is a new position in the FY 2024 budget for the Utilities Department.

Submitted by Utilities 11-5-23

FISCAL IMPACT:

Funding of the aforementioned four (4) positions is included in the FY 2024 budget.

Position	General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
Utilities Coordinator	450-950-512100-536			
Administrative Specialist	450-950-512100-536			
Electrician Assistant	450-930-512000-535			
Utilities System Trainee	450-910-512000-535			

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Exhibit A: Job Descriptions, Utilities Coordinator
2. Exhibit B: Job Description, Administrative Specialist
3. Exhibit C: Job Description, Electrician Assistant
4. Exhibit D: Job Description, Utilities Mechanic Trainee



Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	11/03/23 11:21 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/08/23 09:06 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/08/23 09:12 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	11/08/23 04:54 PM
Allen, Tedra	END WORKFLOW - APPROVED		11/09/23 01:40 PM

Submitted by Utilities 11-5-23

Utilities Coordinator

Category: Exempt

Department: Utilities

Pay Grade: 116

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Under the direction of the Utilities Director or designee, the Utilities Coordinator performs highly responsible managerial and technical work in planning and programming a wide range of activities in the Utilities Department. This position is responsible for planning and administering the work of professional and operational staff; and other assigned responsibilities including a departmental budget, program tracking and costing, procurement and contract administration, emergency management planning, development and implementation of policy, procedures, goals, and objectives; record keeping, and customer service support; coordinates assigned activities with public works divisions, other departments; and outside agencies; and provides highly responsible and complex administrative support to the Utilities Director or designee and executive team.

ESSENTIAL JOB FUNCTIONS (examples, not all inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Manages and participates in the preparation of bid documents and contracts for consulting, construction, supplies, and services; coordinates bid advertising strategies and distribution of plans and specifications; performs contract administration services on assigned contracts; inspects work for progress and for conformance to contractual and established standards.
- Manages and participates in other activities such as service contract compliance, telecommunication audits, and agreements, emergency management planning and response, intergovernmental coordination, procurement, permits, fees, and studies; sets priorities and policies for assigned areas of responsibility.
- Coordinates and participates in the overall administrative operations of all assigned divisions; oversees and conducts research and analysis of complex and time-sensitive projects; recommends and implements successful strategies.
- Oversees a computerized maintenance management system (CMMS); administers, generates, monitors, and closes work orders; prepares reports on work order system metrics; coordinates GIS implementation into CMMS system software; recommends process improvements for the CMMS.

EXHIBIT A

- Assists in the preparation of the annual operating and capital budget; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; expenditures, recommend, within departmental policy, appropriate service and staffing levels.
- Assists in processing and coding invoices and assigning General Ledger account numbers for payables.
- Participates in the development of short- and long-range plans to meet Department needs; reviews analyzes and recommends changes to organizational policies, procedures, practices, services, finances, and other activities as appropriate.
- Prepares, writes, and monitors grant applications; participates in and coordinates grant administration and monitoring activities.
- Prepares and presents a variety of complex correspondence, memoranda, studies, financial analyses, and administrative staff reports, including agenda items.
- Investigates public complaints to determine proper action and/or responsibility required to correct the issue; Coordinates with Field Operations to schedule mitigation work as required.
- Attends and participates in professional trade and group meetings; stays abreast of new trends and innovations in the field of public administration; attends public meetings on behalf of the City, as required
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Coordinates work with related governmental agencies and jurisdictions, as required.
- Working with involved parties, researching, and assisting in drafting new policies and procedures.
- Performs related duties as directed.

QUALIFICATIONS

Education and Experience:

Graduation from an accredited college or university with minimally an associate's degree but preferably a bachelor's degree and a minimum of three (3) years of supervisory or managerial experience in any of the utilities, environmental services, public works, building or construction trades, or an equivalent combination of education, training, and experience. Must possess a currently valid State of Florida driver's license with an acceptable driving record.

Knowledge, Skills and Abilities:

- Knowledge of the principles and practices of Public Work administration and operations.
- Knowledge of the materials, tools, methods, practices, and equipment used as related to the department.
- Knowledge of occupational safety and rules.
- Knowledge of computer systems and software applications to proficiently operate a computer and pertinent software applications, including Word and MS Excel, with the ability to become proficient in MS Excel spreadsheet applications within six (6) months of hire.
- Ability to read and interpret blue prints, maps, documents and specifications.
- Ability to make accurate assessments and calculations in the preparation of program/project costs.
- Ability to ~~develop~~ research technical specifications ~~and develop bid scope of work documents required~~ for the preparation of formal bids or other required purchasing functions.
- Ability to plan, schedule and direct multiple programs/projects on an ongoing basis, often concurrently.

EXHIBIT A

- Ability to plan, schedule and monitor the work of department employees and outside contractors to efficiently and effectively accomplish the goals of the City.
- ~~A strong proven ability to effectively employ technology such as computers and software required to conform to the expected procedures and operational methods of the Department of the City.~~
- Ability to communicate in writing effectively and clearly by means of electronic correspondence, memos, letters, or other means of written correspondence.
- Ability to establish and maintain effective and cooperative working relationships with the public, other employees, and City officials.
- Ability to correctly interpret and efficiently implement all applicable policies and procedures.
- Must be able to safely and legally operate a motor vehicle

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and pulling of objects and materials of light weight (up to 20 pounds). Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

WORKING CONDITIONS

Tasks are ~~regularly~~ generally performed inside with occasional visits to the treatment plants, storage tanks, lift stations and job sites with~~out~~ potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, ~~violence and/or disease,~~ or pathogenic substances.

The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The above job description reflects the general information deemed necessary to convey the primary functions of the job and shall not be construed as a detailed description of all the work requirements inherent to the position.
The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

Acknowledgement:

Signature below constitutes employee's understanding of the requirements, essential functions and duties of the position. Employee is expected to adhere to all policies.

Signature:_____Date:_____

EXHIBIT A

Administrative Specialist (Utilities)

Category: Non-Exempt

Department: Utilities

Pay Grade: 108

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Under general supervision, provides moderately complex to advanced administrative support for an assigned department or division of the City. Assists the department in a wide range of administrative assignments. Employees in this classification are responsible for moderately complex ~~to advanced~~ administrative duties that support efficient operations, quality customer service, and continued workflow for area of assignment. Work includes the ability to multi-task in a fast-paced environment. Includes considerable exercise of independent judgment and initiative in responding to and resolving customer service issues.

ESSENTIAL JOB FUNCTIONS (examples, not all inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. Each department may have responsibilities unique to their operations that may be added at director's discretion of equivalent complexity. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Performs customer service functions, e.g., greets customers, answers telephone, directs persons to proper entity/department.
- Creates and establishes procedures, forms, and filing systems to improve efficiency in administrative operations.
- Maintains complex filing systems that support efficient retrieval and comprehensive audit trail for functional areas of responsibility.
- Performs moderately complex administrative support duties, e.g., maintaining multiple electronic logs, lists, and records, reports, and operations files.
- Creates and establishes new files/accounts applicable to area of assignment, e.g., customer/vendor accounts, case files, etc.
- Generates and prepares moderately complex departmental reports, including agenda items, if required, according to prescribed schedules and regulatory reporting requirements~~, e.g., weekly, month, quarterly, annual~~.

EXHIBIT B

- Drafts, transcribes and/or proofs moderately complex correspondence and related communications documentation; ensures adherence to prescribed standards of business English, grammar, and diction.
- Creates, maintains and coordinates scheduling and work orders applicable to department operations; ensures efficient coordination of inter-departmental projects.
- Monitors use of materials and supplies inventories; reorders to maintain appropriate stock levels.
- Identifies and resolves problems with vendor accounts and maintains accurate and complete vendor files.
- Responds to requests for general information regarding department/division operations; directs sensitive or complex matters to appropriate staff.
- Performs moderately complex accounts maintenance activities specific to area of assignment, e.g., processing fees and payments, calculating fees/charges, assisting and tracking budgetary activities, preparing and proofreading payroll time records.
- Assists in processing agreements related to engineering documents and agreements, if required.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

High school diploma or equivalent. Two to three (2-3) years of experience in a related field; or an equivalent combination of education, training, and experience.

Knowledge, Skills and Abilities:

- Knowledge of customer service principles in application to effective and courteous communications.
- Knowledge of the use and operation of modern office technologies, e.g., facsimile machines, photocopiers, personal computers, calculators.
- Knowledge of use and application of standard computer software packages, e.g., word processors, spreadsheet applications.
- Ability to multi-task in various areas of administrative support in a fast-paced environment.
- Ability to communicate effectively in both oral and written formats.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

EXHIBIT B

General office setting: frequent interruptions and many deadlines to meet.

The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The above job description reflects the general information deemed necessary to convey the primary functions of the job and shall not be construed as a detailed description of all the work requirements inherent to the position.
The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

Acknowledgement:

Signature below constitutes employee's understanding of the requirements, essential functions and duties of the position. Employee is expected to adhere to all policies.

Signature:_____Date:_____

EXHIBIT B

Electrician Assistant

Category: Non-Exempt

Department: Utilities

Pay Grade: 106

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Entry-level position assisting in installing, maintaining, repairing, and replacing electric parts, equipment, and pumps, generators, motors and other components at treatment plants, lift stations and accessory buildings. Reports to the Electrician Supervisor or Director's designee.

ESSENTIAL JOB FUNCTIONS (examples, not all inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Uses electrical and electronic test equipment to check the condition of electrical and electronic systems and equipment and to detect causes of electrical failures and malfunctions
- Troubleshoots, monitors, and maintains wastewater pumping station alarm units, generators throughout the city, including electrical and electronic systems at the plants, pumping stations and lift stations
- Maintains and repairs electrical equipment for the City
- Maintains and repairs street lights, park field lights, and parking lot lights, if required
- Disposes of electrical parts according to EPA standards
- Maintains inventory or materials required for job; may orders materials as needed
- Assists electrician supervisor and supervisors in other divisions, when directed
- Maintains records of work performed
- Performs related work as required

QUALIFICATIONS

Education and Experience:

High School Diploma or G.E.D. equivalency supplemented preferably by a vocational/ technical certification in electric work.

EXHIBIT C

One (1) year or more of experience servicing, maintaining and/or repairing electrical systems; or an equivalent combination of education, training, and experience.

Knowledge, Skills and Abilities:

- Basic knowledge of water/wastewater utilities electrical equipment, controls and components.
- Ability to read, interpret drawings and schematics.
- Skill in the application of basic electrical standards and codes

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate physical effort requiring considerable mobility in moving from one location to another in performance of essential tasks.

Involves various other intermittent physical activities that include, but may not necessarily limited to, climbing, crawling, stooping, kneeling and bending. Work may involve some lifting, carrying, pushing and/or pulling of objects and materials of light to moderate weight (10-50 pounds).

WORKING CONDITIONS

Tasks are performed both inside the plants and outside with regular visits to the treatment plants, storage tanks, lift stations and job sites with potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, or pathogenic substances.

The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The above job description reflects the general information deemed necessary to convey the primary functions of the job and shall not be construed as a detailed description of all the work requirements inherent to the position.
The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

Acknowledgement:

Signature below constitutes employee's understanding of the requirements, essential functions and duties of the position. Employee is expected to adhere to all policies.

Signature:_____Date:_____

EXHIBIT C

Utilities Mechanic Trainee

Category: Non-Exempt

Department: Utilities

Pay Grade: 108

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Performs daily inspections, cleaning, and maintenance of lift stations and their accessory equipment, including pulling and replacing pumps, motors, repairing and replacing piping, valves, fittings, etc. Semi-skilled work in preventive maintenance, repair and installation of parts, components and equipment associated with water, wastewater and stormwater infrastructure. Work is performed under general supervision of Supervisor or Director's designee.

ESSENTIAL JOB FUNCTIONS (examples, not all inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Adheres to established schedules for preventive maintenance on water, wastewater and stormwater systems.
- Installs and changes out water meters. Installs, relocates, and repairs fire hydrants.
- Installs, repairs, locates, and exercises valves. Install water service, taps, meter sets.
- Repairs water and wastewater service leaks and main breaks.
- Replaces meter boxes.
- Checks water pressure.
- Assist in providing line locates, if needed.
- Assists in performing preventative maintenance on pumps and lift stations, which may include greasing, checking oil levels, cleaning, and painting.
- Assists in checking wells and pumps; assists in removing, repairing or replacing defective pumps and/or motors.
- Operates light and heavy-duty trucks, boom trucks, heavy lifting equipment, vector trucks, backhoe, frontend loader, portable welding machine, portable pumping equipment, power generation equipment and various tools as and if required.
- Cleans sewage spills and applies chemicals as required per federal, state and local laws.
- Follows daily schedules for routine maintenance tasks and completes work / work orders in an efficient and timely manner.
- Maintains and is responsible for any assigned truck and equipment and ensures tools are always kept in proper working order.
- Required to workdays, evenings, nights, weekends and weather events as scheduled or needed.
- Performs other duties as directed.

EXHIBIT D

QUALIFICATIONS

Education and Experience:

High School Diploma or G.E.D. equivalency supplemented preferably by a vocational/ technical certification. Or an equivalent combination of education, training, and experience.

Preferably one (1) year or more of experience in maintenance of utilities infrastructure.

Knowledge, Skills and Abilities:

- Basic knowledge of materials, methods, practices, and equipment used in the water, wastewater and stormwater fields.
- Ability to work with sketches, maps, blueprints, and schematics.
- Ability to work during off hours when called for emergencies.
- Ability to be on-call and available on a rotating schedule.
- Ability to establish effective working relationships with other employees and the public.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate to heavy physical effort requiring considerable mobility in moving from one location to another in performance of essential tasks.

Involves various other intermittent physical activities that include, but may not necessarily limited to, climbing, crawling, stooping, kneeling and bending. Work may involve some lifting, carrying, pushing and/or pulling of objects and materials of light to moderate to heavy weight 50 pounds or more.

WORKING CONDITIONS

Tasks are mostly performed both in the outside environment with regular visits to the treatment plants, storage tanks, lift stations and job sites with potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, or pathogenic substances.

The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
The above job description reflects the general information deemed necessary to convey the primary functions of the job and shall not be construed as a detailed description of all the work requirements inherent to the position.
The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

EXHIBIT D

Acknowledgement:
Signature below constitutes employee's understanding of the requirements, essential functions and duties of the position. Employee is expected to adhere to all policies.

Signature:_____Date:_____

EXHIBIT D

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: November 14, 2023

SUBJECT: Discussion and possible action on amending Section 23-90 – Fences, walls, and hedges of the City's Code of Ordinances – **Commissioner Mallozzi**

RECOMMENDATION:
Commissioner Mallozzi requests a discussion and possible action on amending Section 23-90 – Fences, walls, and hedges – regulation of certain fence materials not to be prohibited windscreens.

BACKGROUND OF ITEM:
The Code currently states:

(a) *Applicability.* All fences, walls and hedges shall be regulated by the provisions contained in this section…

(c) *Materials.* All fences and walls shall be constructed of materials appropriate to their purpose and location. Treated wood, concrete/masonry, chain link, or similar materials as approved by the building department are permitted. Provided, however, that barbed wire, oriented in toward the property on which the fence is located, shall be permitted in U-1 (utility) district, CS (community services) district, and on any other municipality-owned property, regardless of the zoning district designation, such fence to be shielded by hedge material and/or landscaping; and further providing that barbed wire shall not be installed on fences of less than eight feet in height nor on fences surrounding swimming pools. Applicants are encouraged to use recycled plastic and/or other attractive, non-deteriorating materials. All walls shall have, at a minimum, a "drip edge" detail at the top of the wall to prevent water damage. Cloth, fabric, canvass, silt screens, mesh, or other such material shall not be attached to a fence or windscreen unless otherwise required by law; however, such materials may be used at government-owned facilities and recreational facilities in the City, subject to the approval of the chief building official. The chief building official or his designee shall make all final decisions as to the design and materials for fences or walls.

(1) Rear or side yard concrete masonry walls on double frontage residential lots shall be maintained by the property owner, as specified herein.

a. The property owner shall maintain said wall in a clean condition, free from cracks greater than 1/6 of an inch in width, graffiti, peeling paint and missing materials.
b. When repainting is needed, the wall shall be repainted with "Sherwin Williams Creamy White" (No. SW2445) and the trim shall be repainted with "Glidden The Hunt" (No. 03884), or a product identical in color, shade and hue.

FISCAL IMPACT:
N/A

ALTERNATIVES:
Do not amend Section 23-90 of the City's Code of Ordinances

ATTACHMENTS:
Ex.1 – Section 23-90 – City's Code of Ordinances.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Ro…	*COMPLETE: F…	10/30/23 02:11 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Fo…	11/06/23 03:12 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Fo…	11/07/23 01:16 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITE…	11/08/23 02:15 PM
Allen, Tedra	END WORKFLOW - AP…		11/08/23 03:22 PM

Sec. 23-90. Fences, walls and hedges.

(a) *Applicability.* All fences, walls and hedges shall be regulated by the provisions contained in this section.

(b) *Permit.* All fences and walls shall require a building permit prior to the installation or erection and, prior to the issuance of such permit, plans for the fences, or walls shall be determined to be in compliance with the requirements of this section and all applicable requirements of the City's code, and the South Florida Building Code. Application for such permit shall accurately identify the property upon which the fence, wall or hedge is to be placed, and the actual location on the property of the fence, wall or hedge which shall be clearly inside of the property line.

(c) *Materials.* All fences and walls shall be constructed of materials appropriate to their purpose and location. Treated wood, concrete/masonry, chain link, or similar materials as approved by the building department are permitted. Provided, however, that barbed wire, oriented in toward the property on which the fence is located, shall be permitted in U-1 (utility) district, CS (community services) district, and on any other municipally-owned property, regardless of the zoning district designation, such fence to be shielded by hedge material and/or landscaping; and further providing that barbed wire shall not be installed on fences of less than eight feet in height nor on fences surrounding swimming pools. Applicants are encouraged to use recycled plastic and/or other attractive, non-deteriorating materials. All walls shall have, at minimum, a "drip edge" detail at the top of the wall to prevent water damage. Cloth, fabric, canvass, silt screens, mesh, or other such material shall not be attached to a fence or windscreen unless otherwise required by law; however, such materials may be used at government-owned facilities and recreational facilities in the City, subject to the approval of the chief building official. The chief building official or his designee shall make all final decisions as to the design and materials for fences or walls.

(1) Rear or side yard concrete masonry walls on double frontage residential lots shall be maintained by the property owner, as specified herein.

a. The property owner shall maintain said wall in a clean condition, free from cracks greater than 1/16 of an inch in width, graffiti, peeling paint and missing materials.

b. When repainting is needed, the wall shall be repainted with "Sherwin Williams Creamy White" (No. SW2445) and the trim shall be repainted with "Glidden The Hunt" (No. 03884), or a product identical in color, shade and hue.

(d) *Easements and rights-of-way.* No fence, wall or hedge may be located within any easement or right-of-way or enclose any water meter box, manhole, fire hydrant and/or utility pole except as follows:

(1) No fence, wall or hedge shall be located within any public or private right-of-way, right-of-way easement, utility or drainage easement, unless specifically authorized by the City Engineer and Public Works Director, and/or the holder of the easement.

(2) No fence, wall or hedge shall enclose a water meter box, manhole, fire hydrant, and/or utility pole unless specifically authorized by the City Engineer.

(3) Fences, walls and hedges may be permitted within utility and drainage easements subject to:

a. A suitable gate or opening being provided which enables access to any utilities, meters or like facilities;

b. The right of the City to remove, without cost or obligation to replace or restore, any such fence or wall and landscaping as may be necessary to maintain the utilities located in the easement;

c. Easement agreement from easement holders—Florida Power and Light, Central Broward Water Control District, the authorized franchise phone company, the authorized franchise cable company, the City's Utility Department, etc.; and

d. Approval of plans showing that fence, wall or hedge will not interfere with or cause damage to any utilities located in said easement.

(e) *Orientation.*

(1) Fences and walls shall be oriented so that the side of the fence or wall facing or viewable from a street right-of-way or an adjoining property is the finished side, with all support posts and stringers facing inward toward the property upon which the fence or wall is located. However, as determined by the Building Official or designee, if access to a portion of a fence is wholly or partially blocked by a building, fence, wall or other structure or by foliage which conceals the fence proposed to be constructed, located upon adjoining property and adjacent to, but not necessarily abutting, the property line, the support posts for that portion of the fence, but not the stringers, may be installed on the outside of the fence, facing away from the property upon which the fence is located.

(2) All fences constructed on residential lots in yards which abut a public or private road right-of-way and are along an uninterrupted line of fencing of double frontage lots (i.e., double frontage lot rear fences and street side yard fences associated with those double frontage lot rear fences), subsequent to the effective date of this section (July 25, 2006), shall be shadowbox design on the exterior street-side view with a natural wood appearance in order to maintain visual continuity along the streetscape of the double frontage lots. Where adjacent roadway or sidewalk construction or improvements have modified the uninterrupted shadowbox fence adherence criteria, an alternative fencing material may be substituted for the shadowbox design where it is of compatible color and design to the modified condition or where it will blend with the adjacent fence material to maintain visual continuity along the streetscape. Any duly-recorded covenants and restrictions or Homeowners' Association regulations otherwise filed with the City governing the uniform and perpetual maintenance of fences as a specific design shall prevail with regard to this provision. Fences of other construction which were legally constructed prior to the effective date of this section shall comply with the non-conforming use provisions contained within section 23-156 of this Code. Provisions of this section shall supersede fence requirements of section 25-72(d), provided such fences shall match finish/color to that which exists in the existing fence line directly to each side of that which is to be installed.

(f) *Height and location on lot.* Fence and wall heights shall be measured from the existing finished first floor level and the top of the fence or wall shall not exceed six feet above the said first floor level nor exceed seven feet above grade when abutting a residential lot. For double frontage lots along SW 100th Avenue between SW 49th Street on the north to SW 53rd Street on the south, fence and wall heights along rear property lines may not exceed six feet as measured from the finished elevation of the abutting sidewalk. For the safety of the adjacent roadways and neighborhood:

(1) No fence, wall or hedge will be allowed to be installed or constructed within the setback area from a street right-of-way, except as provided for in subsection (3) hereof.

(2) No fence or wall will exceed six feet in height, except as permitted in subsection (f) above or subsection (j)(2) below. Any fence or wall which exceeds six feet in height shall require a signed plan from a licensed architect or engineer.

a. Fences or walls in U-1 (utility) district, CS (community services) district, on any municipally-owned property regardless of its zoning district designation, and surrounding swimming pools that are open and available for public or semi-private use (i.e., swimming pools in common areas owned by homeowners' associations for the exclusive use of the residents and invitees of the subdivision), shall be permitted to be eight feet in height.

(3) On a corner lot in a residential district, fences, walls or hedges may be erected in the side yard abutting the street. On corner lots in a residential district, the location of fences, walls and hedges shall conform to district regulations, except if the fence, wall or hedge will not obstruct the view of a driver approaching the intersection, only then may be the fence, wall or hedge be brought out to the

property line, but may never extend past the front of the house. When the corner lot is other than rectangular in shape, prior approval by the Building Official and the Police Chief, or their designees, shall be required to ensure adequate vision to a driver of a vehicle.

(4) Where a hedge is required to screen an off-street parking area or other vehicular use area from a public right-of-way or abutting property in a residential district, the hedge shall be maintained at height of not less than four feet. Provided, however, that where hedge materials are planted within 30 inches of a free-standing masonry wall, the hedge shall be maintained at a height equal to the height of the wall. This section is not intended to amend the provisions of the landscaping code which shall prevail as to the minimum required height of hedges at the time of installation. Property owners, including homeowners' association, which violate the provisions of this section, shall be subject to an administrative fine of $300.00 per violation, said fine to be expended on the purchase and installation of additional plant materials within the development or property subject to the fine.

a. For purposes of this section, the following definitions shall be applicable:

1. A violation shall be determined if 40 percent or more of any mature, continuous, contiguous hedge, exclusive of any breaks or interruptions for the display of architectural detailing pursuant to subsection b, below, is trimmed below the height of the adjacent freestanding masonry wall.

2. Hedge shall be defined as a continuous row of plantings including the following plant materials:

Botanical Name	Common Name
Allamanda neriifolia	Shrub Allamanda
Schefflera arboricola	Dwarf Schefflera
Conocarpus erectus	Green Buttonwood
Conocarpus e. "sericeus"	Silver Buttonwood
Chrysobalanus icaco	Cocoplum
Hedge Eugenia uniflora	Cherry Hedge
Ficus benjamina	Ficus Hedge
Galphimia gracilis	Thyrallis
Hamelia patens	Firebush
Hibiscus rosa sinensis	Hibiscus
Hedge Ixora "nora grant"	Ixora Hedge
Jatropha hastata	Jatropha
Ligustrum lucidum	Glossy Privet
Murraya paniculata	Orange Jasmine
Myrica cerifera	Wax Myrtle
Nerium oleander	Oleander Hedge
Podocarpus macrophyllus	Japanese Yew
Syzygium peniculatum	Myrtifolia
Viburnum odoratissmum	Sweet Viburnum
Viburnum suspensum	Sandankwa Viburnum

b. Exemption: In any case where a free-standing masonry wall includes a particular architectural feature (including but not limited to a line of accent tiles or color within 12 inches of the top of the wall, or an interruption in the wall for decorative fencing), hedges may be maintained at a height lower than the height of the wall to ensure visibility of such architectural feature, not to exceed six inches below the level of the architectural feature.

In instances where there are extraordinary circumstances or conditions, the Chief Building Official shall be entitled to determine the beginning elevation and height of the fence, wall or hedge.

(g) New double frontage lots: The City Code specifically prohibits double frontage lots, however, should the City Commission waive the prohibition of double frontage lots as provided in section 24-63(a) of this Code, then the following conditions shall affect a fence or wall constructed at the rear yards of such lots:

(1) A landscaped buffer zone shall be required as set forth in section 25-42 of the City Code.

(2) The fence or wall shall be constructed at the rear of the required "buffer zone" from the street right-of-way. The fence shall be constructed in shadowbox design with a natural wood appearance.

(3) Any fence or wall constructed by any developer of a subdivision subsequent to the date of the adoption of this Code section shall provide for a homeowners' association or similar owner association which shall be responsible for the maintenance of the "buffer zone" landscaping and irrigation and the fence or wall.

(h) *Landscaping and irrigation.* Fences and walls located within a setback area from a street right-of-way shall be landscaped and irrigated on the outside, or right-of-way side, of the fence or wall in accord with all provisions and specifications contained in this subsection and in accord with a landscape plan approved by the City Commission or the Public Works Director or his designee, as provided in the City Code. All plant materials shall be maintained by the property owner in a healthy and orderly condition; any materials not so maintained may be ordered to be replaced at the direction of the code enforcement officer. Any landscaping in proximity to a public sidewalk shall be maintained so that none of the landscaping encroaches upon the sidewalk. All required plant materials shall adhere to the following:

(1) Shrubs or hedges shall be planted along the lineal distance of the fence or wall generally parallel to the street right-of-way.

(2) All fences and walls located within a setback area from a street right-of-way shall be provided with an opening or gate of sufficient width to allow access outside of the area enclosed by the fence or wall to such right-of-way for the purpose of facilitating maintenance of any required landscaping, irrigation and the street right-of-way.

(3) Shrubs shall be planted at a minimum height of two feet so as to achieve a minimum maintained height of three feet upon maturity, achieve a density so as to obscure the fence or wall and maintained no higher than the fence or wall.

(i) *Maintenance.* All fences, walls and hedges installed or constructed pursuant to this section shall be maintained as set forth in the approved plans and in a structurally sound and aesthetically attractive manner. Specifically:

(1) A fence or wall shall be maintained in a vertical position, and shall not be allowed to sag or lean at more than ten degrees from vertical, unless the fence or wall is specifically designed and permitted to be maintained at such an angle.

(2) Each support post or footer shall be solidly attached to the ground.

(3) Each fence stringer shall be securely fastened to the support posts and face of the fence.

(4) Each fence face shall be securely fastened to the support post and fence stringers; and

(5) All fence or wall surfaces shall be painted, stained, treated or otherwise maintained so as to present a uniform appearance; however, this section is not intended to prohibit the maintenance of fences in which a deteriorated section of the fence is replaced with new material which will take some time to "age" or "weather" to replicate the appearance of the original fence. All fence's finish/color shall match that which exists in the existing fence line directly to each side of that which is installed or to be installed. Provided, however, this shall not apply if the applicant replaced the fence with recycled plastic or other non-deteriorating materials.

(6) All walls shall be maintained in a clean condition, free from cracks greater than 1/16th of an inch in width, dirt, grime, stains, graffiti, peeling paint and missing materials, and mildew, discoloration, fading, mold and be aesthetically pleasing to surrounding properties, and shall be in good repair. All walls finish/color shall match that which exists in the existing wall line directly to each side of that which is installed or to be installed.

(7) When any single sight view of a fence or wall is subject to any of the abovementioned deficiencies, then the owner shall upon notice by the City take immediate steps to correct the violation.

(j) *Miscellaneous provisions:*

(1) The following persons shall be responsible for the implementation of the provisions of this section of the code:

a. Any person whom the current real estate property tax rolls of the Broward County Property Appraiser's Office reflects hold a legal interest, or

b. A person with a recognizable legal interest in the premises, or in control of a dwelling or part of the premises with or without the legal consent of the true owner.

(2) Non-residential zone classifications, either directly or across an alley, street, drainage ditch or waterway, from residential districts, must have a seven foot wall constructed on the boundary lines of the property so abutting such residential districts. Such wall must be constructed of concrete masonry, and its height shall be measured from the highest adjacent grade. The Chief Building Official shall make all final decisions as to the appropriate height of the wall.

(3) Requirements of this section may be superseded on projects subject to design approval by the City Commission.

(4) The City Commission, in considering any subdivision plat, may require that masonry walls be constructed for screening purposes, and may fix the height of said wall, which height may exceed the limitations set forth in this chapter when the wall is required for screening purposes. The City Commission in requiring a wall be constructed for screening purposes, may take into consideration the following:

a. Design of wall for appearance;

b. Location of wall; and

c. Impairment of visibility at streets or driveways.

d. Appropriate landscaping and irrigation.

(5) Those properties located within a subdivision which, in conjunction with the approval of the subdivision, were required to have a fence, wall or hedge shall not be permitted any additional or substitute fences or walls which otherwise contravene the general purpose and uniformity afforded by the plan.

(k) *Notice and penalties:*

(1) In enforcing the provisions of this section against residential premises, the City may utilize those procedures set forth in code section 6-43 through 6-45 by citing the property owner and/or the occupant of the affected property.

(2) The provisions of this section shall be in addition to such other remedies as may be provided by law or ordinance. The violation of, or failure to comply with any provisions of this section, shall subject the offender, upon conviction, to a fine not to exceed $500.00.

(3) Under the provisions of this section, each day a violation of this section exists shall constitute a separate offense and shall be subject to a separate penalty.

(Ord. 98-1-1, § 1, 1-13-98; Ord. No. 98-8-1, § 1, 8-11-98; Ord. No. 01-1-4, § 1, 1-23-01; Ord. No. 06-07-03, § 1, 7-25-06; Ord. No. 14-4-2, § 2, 4-22-14; Ord. No. 18-7-1, § 2, 2018; Ord. No. 19-6-1, § 2, 2019; Ord. No. 22-3 , § 2, 4-12-22)

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: November 14, 2023

SUBJECT: Discussion and possible action on the Parks & Recreation Department informing the Commission of Upcoming City Events. – **Commissioner Mallozzi**

RECOMMENDATION:
Commissioner Mallozzi is requesting a discussion and possible action on informing the Commission of Upcoming City Events.

ANALYSIS:
If the Commission agrees, Commission Mallozzi recommends having the Parks & Recreation Department give a brief synopsis of the Upcoming City Events and the Commission's involvement in the events for the next three months at the next City Commission meeting.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Ro…	*COMPLETE: F…	10/30/23 02:14 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Fo…	11/07/23 12:39 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Fo…	11/07/23 01:16 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITE…	11/08/23 02:13 PM
Allen, Tedra	END WORKFLOW - AP…		11/08/23 03:30 PM

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: November 14, 2022

SUBJECT: Discussion and possible action regarding the regulation of livestock in the City. – **Commissioner Mallozzi**

RECOMMENDATION:
Commissioner Mallozzi requests a discussion and possible action regarding the regulation of livestock in Cooper City.

BACKGROUND OF ITEM:
Sec. 5-3(b)(1) states:
(b) It shall be unlawful for any person to own, keep, possess, or maintain an animal in such a manner so as to constitute a public nuisance. By way of example and not of limitation, the following act or action by an owner or possessor of an animal is hereby declared to be a public nuisance:

> (1) Allowing or permitting an animal to bark, whine, howl, crow, or cackle in an excessive, continuous, or untimely fashion to make other noise in such a manner as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.

Sec. 23-10 states:
The attached regulation schedule shall be interpreted as follows:

1) *Permitted by right.* Principle uses identified in a particular district column with a "P" are "permitted by right" and shall be permitted in such district.
2) *Conditional Uses.* Principle uses identified in a particular district column with a "C" are "conditional uses" and shall be permitted in such district only upon approval by the City Commission in accordance with the procedures and standards of Sec. 23-152, conditional use.
3) *Not permitted.* Principal uses not identified in a particular district column as permitted by right or as a conditional use.

Livestock, general means the use of land for the primary purpose of raising hogs, sheep, or goats, or for poultry farming that includes poultry slaughtering or dressing.

Livestock, limited means the use of land for the primary purpose of raising animals or producing animal products such as eggs or dairy products on a commercial basis, including cattle ranching, dairy farming and poultry farming. This use excludes the raising of hogs, sheep, or goats, or poultry slaughtering or dressing.

Poultry means any chickens, turkeys, ducks, or geese.

Livestock general - is permitted by conditional use in the following districts:
A-1, Agricultural district

Livestock limited - is permitted by right in the following districts:
A-1, Agricultural district
E-3, Agricultural district
E-2, Rural estate district
E-1, Estate district

ANALYSIS:
The intent of this item is to regulate and enforce the prohibition of livestock (poultry) in the districts where having livestock is not permitted.

ATTACHMENTS:
1. Sec. 5-3 – City's Code of Ordinances
2. Sec. 23-10 – City's Code of Ordinances

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	10/30/23 02:16 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/08/23 03:36 PM
	if the commissioner is in agreement, I would suggest including Ch. 5 of the city code as additional back-up.		
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/08/23 03:54 PM
	Chapter 5 has been added by city clerk		
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	11/08/23 04:55 PM
Allen, Tedra	END WORKFLOW - APPROVED		11/09/23 12:53 PM

Sec. 5-3. Nuisances defined; actions constituting nuisances.

(a) The actions of an animal constitute a nuisance when an animal disturbs the rights of, threatens the health of, safety of, or damages a member of the general public or property, and interferes with the ordinary use and enjoyment of public or private property, including, but not limited to, common areas, rights-of-way and sidewalks.

(b) It shall be unlawful for any person to own, keep, possess or maintain an animal in such a manner so as to constitute a public nuisance. By way of example and not of limitation, the following acts or actions by an owner or possessor of an animal are hereby declared to be a public nuisance:

(1) Allowing or permitting an animal to bark, whine, howl, crow or cackle in an excessive, continuous or untimely fashion to make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.

(2) Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or other plant material.

(3) Maintaining an animal that is diseased and dangerous to the animal or to the public health, welfare or safety.

(c) In all residential zoning districts, it shall be unlawful to house more than three dogs, excluding offspring less than four months of age, per dwelling unit.

(Ord. No. 23-3 , § 2, 2-28-23)

Sec. 23-10. Schedule of use regulations.

The following use regulations schedule summarizes the use regulations of the districts. In the event of any conflict between the use regulations schedule and the text of the zoning district regulations or the supplementary regulations, the text shall control. Uses that were established prior to the adoption of this chapter or its predecessors, but that are now inconsistent with the requirements of this chapter, shall be permitted if such uses meet the requirements of section 23-156, Nonconforming provisions, for a valid nonconforming use.

(a) *Interpretation of use regulations schedule.* The use regulations schedule shall be interpreted as follows.

(1) *Permitted by right.* Principal uses identified in a particular district column with a "P" are "permitted by right" and shall be permitted in such district.

(2) *Conditional uses.* Principal uses identified in a particular district column with a "C" are "conditional uses" and shall be permitted in such district only upon approval by the City Commission in accordance with the procedures and standards of section 23-152, conditional use.

(3) *Not permitted.* Principal uses not identified in a particular district column as permitted by right or as a conditional use, including but not limited to, the preparation, cultivation, storage, processing, manufacturing, delivering or dispensing of marijuana in any form, for any personal, business or occupational use whatsoever, are not allowed in such district unless otherwise expressly permitted in this chapter. Further, all uses, products, or acts prohibited under any state or federal law are prohibited throughout the City.

(b) *Use regulations schedule.*

USE REGULATIONS SCHEDULE

Use Type	Zoning Districts																										
	Residential												Non-Residential							Special				Planned				
	A1	E3	E2	E1	R1A	R1B	R1C	R1D	R2	TH1	R3	R4	OP	B1	B2	B3	C1	C2	I1	P1	MI	X1	U1CS	PRD	PMUD	PCD	PID
Residential Uses																											
Single-family detached dwelling	P	P	P	P	P	P	P	P															P	P			
Duplex dwelling									P	P													P	P			
Townhouse dwelling										P													P	P			
Multi-family dwelling											P	P	P										P	P			
Accessory apartment		P	P	P																							
Group residential																											
Special residential facility, type 1	P	P	P	P	P	P	P	P	P	P	P	P								P			P	P			
Special residential facility, type 2									P	P	P	P								P			P	P			
Special residential facility, type 3		C	C								P	P		P	P	P				P				P	P		
Public or Institutional Uses																											
Airport or airfield	C																										
Cemetery	C																										
Church or place of worship	P	P	P	P	P	P	P	P													C		P				
College or university												P									C						

Communication tower	C																		P				C				
Community assembly		P	P	P	P	P	P	P					P							P				P	P		P
Cultural services	P	P	P	P	P	P	P	P							P	P						C					
Daycare center														P	P	P						C		P	P		
Golf course	P																			P				P	P	P	
Government services	P														P	P						C	P		P		
Hospital	C												P								P					P	
Institution or asylum	C																										
Military installation																P											
Nursing facility																					P						
Parks and recreation public	P	P	P	P	P	P	P	P			P				P	P				P		C		P	P	P	
School, elementary or secondary														P	P	P						C					
Sewage lift or pumping station		P	P	P	P	P	P	P						P	P	P			P				C				
Solid waste disposal facility	C																						C				
Transformer substation	P	P	P	P	P	P	P	P	P														C				
Utilities, major	C												P						P				C				
Waste or wastewater plant, local	P	P	P	P	P	P	P					P		P	P	P			P				CP				
Commercial Uses																											
Alcohol sales or service														P	P	P									P	P	

Amusement centers, primary															P	P										P	
Bank														P	P	P									P		
Building maintenance																P			P				P				
Building supplies																			P								
Commercial amusements																				P							
Contractor yard																P											
Funeral home																										P	
Hotel or motel															P	P									P	P	
Laundry															P	P									P	P	
Medical office or clinic													P	P	P	P					P				P	P	
Medical or dental lab													P						P		P					P	
Office, business or professional													P	P	P	P			P						P	P	
Parking, commercial																							P				P
Personal care services														P	P	P									P	P	
Personal improvement														P	P	P									P		
Pharmacy														P	P	P									P	P	
Plant nursery, retail																P											
Recreation, indoor															P										P	P	
Recreation, outdoor	C															P				P		C			P	P	
Repair, small appliance														P	P	P			P						P	P	
Restaurant, general														P	P	P									P	P	

Restaurant, fast food																P									P	P	
Public or Institutional Uses																											
Retail, neighborhood														P	P	P									P	P	
Retail, community															P	P									P	P	
Retail, general																P									P	P	
Retail, secondhand goods														P	P	P											
Self-service storage																C											
Service station																	P										
Shooting range	C																										
Vehicle and equipment repair																P		P					P				P
Veterinary services	C														P	P									P	P	
Vocational school																										P	
Wholesale or warehousing																			P								P
Industrial Uses																											
Basic industry																											P
Light manufacturing																			P								P
Research and development													P			P			P								P
Agriculture and Extractive Uses																											
Crop agriculture	P	P	P	P									P														
Farm worker housing	P																										
Horse farm or stable	C	P	P	P																							

Livestock, general	C																										
Livestock, limited	P	P	P	P																							
Mining and quarrying																											P
Roadside produce stand	P	P	P	P																							

P = PERMITTED BY RIGHT
C = CONDITIONAL USE

(Ord. No. 10-5-1, § 3, 5-25-10; Ord. No. 14-10-4, § 3, 10-28-14)

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: November 14, 2023

SUBJECT: Update on Traffic Calming Devices – **Commissioner Mallozzi**

RECOMMENDATION:
Commissioner Mallozzi is requesting a status update on the traffic calming device installation in the City.

BACKGROUND OF ITEM:
At the January 10, 2023 City Commission meeting City Commission consensus was reached for the City Manager in conjunction with the Police and Fire Chiefs to discuss options as to methodology and costs of types of instruments or apparatuses needed for traffic devices.

At the July 25, 2023 City Commission meeting, Eric Czerniejewski with the Corradino Group advised that the City Commission approved a traffic study on March 24, 2023. They were currently inputting the data to compare the results to the City's traffic calming ordinance. They were to meet with BSO and staff on August 16, 2023 to go over the traffic matrix and then develop implementation projects.

ANALYSIS:
This item will provide an update on the implementation projects for traffic calming devices.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Ro…	ATTORNEY'S O…	11/08/23 08:49 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Fo…	11/08/23 03:18 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITE…	11/08/23 03:22 PM
Allen, Tedra	END WORKFLOW - AP…		11/08/23 03:37 PM

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Commission

DATE: November 14, 2023

SUBJECT: Update on the conditions of the Cooper City Fire Station – **Commissioner Mallozzi**

RECOMMENDATION:
Commissioner Mallozzi is requesting an update on the conditions of the City's Fire Station.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Ro…	ATTORNEY'S O…	11/08/23 08:57 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Fo…	11/08/23 03:18 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITE…	11/08/23 03:21 PM
Allen, Tedra	END WORKFLOW - AP…		11/08/23 03:40 PM

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Department of Law Enforcement, Captain De Giovanni

DATE: November 14, 2023

SUBJECT: Motion to Approve STARS Grant Program Agreement and Funding - **BSO**

CITY MANAGER RECOMMENDATION:
The City Manager recommends the approval of the STARS Grant program agreement, as prepared and presented, which is within the parameters set forth by commission consensus on September 12, 2023.

BACKGROUND OF ITEM:
In keeping with the city's strategic plan of proactive public safety, the City Commission unanimously approved the buildout of a Real-Time Crime Center on April 26, 2022. This RTCC was phase three of a four-phase, city-wide technology plan that was formally presented to the commission on October 26, 2021.

The RTCC was officially completed in April of 2023. Leading up to the grand opening, which was scheduled in June of 2023, the final phase of the technology plan was rolled out, which was named Cooper City STARS (Safer Through Active Real-Time Strategies). This program would leverage the BSO's public-private-partnership to help connect our local businesses, churches, HOAs and community partners to the city's new RTCC.

At the June 13, 2023, council meeting, the City Commission discussed a desire to create a grant program to incentivize HOA involvement in STARS. Commission consensus directed the police chief to work with the manager and attorney on options to present back to the board.[1]

On September 12, 2023, a formalized plan was publicly presented to the commission, as requested. At the meeting, the commission largely approved the proposal, as presented, with a few modifications:

- A distinction between non-gated and gated communities to be factored into the grant award: 50% not to exceed $50K for non-gated, and 25% not to exceed $25K for gated communities.
- The total recommended grant program funding was reduced from $200K to $100K.

[1] As a reference, commission consensus and direction is reached and vocalized between the 51st and 52nd minute of the June 13th, 2023, public meeting.

- The initial application period reduced to 90 days with a criterion for rating implemented.
- Lastly, consensus was stated that retroactive approval would be permitted, if applicable.

At this time, the City Commission directed the police chief and manager to work with the city attorney to prepare a legal agreement to bring back to the commission for final approval.[2]

ANALYSIS:
In collaboration with the city attorney, a legal agreement was prepared to capture the elements outlined by the city commission for the proposed grant program. This agreement would formalize the grant intent. Initial funding for the grant would also need to be approved by the City Commission. In the event the city commission approves the agreement and needed funding, city staff would implement the application process and advertisement, as noted in the September 12, 2023, presentation. The grant program would run until funds or interest were exhausted. Periodic updates would be provided to the city manager, i.e., how the grant program was progressing, and any additional needs would be communicated timely.

All in all, this proposed grant would greatly improve public safety investment(s) in Cooper City, creating a unique opportunity to incentivize our community HOAs to tie into the city's RTCC. This partnership and action would benefit the entire community, as we would scale our active and historical intelligence capabilities to have a timelier and more effective response to crimes.

STRATEGIC PLAN:
The City of Cooper City identified proactive public safety as a key priority in its 2022-2027 strategic plan. The proposed Cooper City STARS program aligns with this priority, as well as the following objectives outlined to measure that success: Improved response times, investment in technology, and maintaining a low crime rate.

PROCUREMENT: N/A

FISCAL IMPACT:
The city commission expressed consent to fund the STARS grant program at $100,000. It is recommended by the city manager to fund this initiative via the ARPA.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
TBD (ARPA)			

ALTERNATIVES:
The city commission could decide to not approve this grant program; at which point we would continue to encourage our community partners to join STARS, but we may have less entities motivated to take that action.

ATTACHMENTS:

[2] For reference, the commission consensus is provided during the 61st minute of the September 12, 2023, public meeting.

- Cooper City STARS Grant Program Agreement (v.10-02-23)

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	10/30/23 02:08 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/02/23 09:22 AM
	The Agreement references two exhibits: 1) proposed improvements and 2) program guidelines. I assume that Exhibit A will be project specific, but are we able to include Exhibit B as additional back-up?		
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/02/23 10:03 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	11/08/23 03:49 PM
Allen, Tedra	END WORKFLOW - APPROVED		11/09/23 12:50 PM

COOPER CITY POLICE DEPARTMENT
STARS PROGRAM GRANT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the **CITY OF COOPER CITY**, a Florida municipal corporation, hereinafter referred to as "City", and _____, hereinafter referred to as "Grantee."

W I T N E S S E T H:

WHEREAS, it is the policy of the City to incentivize local homeowners' associations, or non-profit entities to participate in connecting new license plate readers or cameras to the City's real time crime center ("RTCC") through the Safer Through Active Real-Time Strategies ("Stars") Program ("the Program"); and

WHEREAS, the City has determined that the Program and the parties' participation pursuant to this Agreement serves a municipal and public purpose, and is in the public's best interest, pursuant to the City's Star Program to award a grant to the Grantee for the Project as attached hereto as Exhibit "A" and pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE 1. FINDINGS; INTENT.

1.01. Findings.

(a) The recitals set forth above in the "Whereas" clauses are hereby approved by the parties and incorporated herein.

(b) Grantee meets the eligibility requirements specified in the Star Program Guidelines attached hereto and incorporated herein as Exhibit "B".

(c) Grantee intends to expend funds to connect new license plate readers or cameras to the City's RTCC ("Project").

(f) The parties hereto recognize and acknowledge and do mutually find that the financial assistance provided pursuant to this Agreement is an important inducement to the Grantee undertaking the Project.

1.02. Intent; Cooperation.

(a) It is the intent of the parties hereto to efficiently, effectively and economically cause the successful completion of the Project in order to improve the security of the Property and adjacent areas.

(b) It is further the intent of the parties that the Grantee shall construct, equip, and

otherwise complete the Project on the Property by the Completion Date in accordance with the Program Guidelines.

(c) The parties mutually recognize and acknowledge that the City's obligation to make the grant payments is subject to the Grantee completing the Project pursuant to the terms of this Agreement.

(d) The parties hereto recognize and acknowledge that the successful completion of the Project is dependent upon continued cooperation of the parties hereto, and each agrees that it shall: (i) act in a reasonable manner hereunder, (ii) provide the other party with complete and updated information from time to time, (iii) make its good faith reasonable efforts to ensure that such cooperation is continuous, (iv) the purposes of this Agreement are carried out to the full extent contemplated hereby and (v) the Project is completed and operated as provided herein.

ARTICLE 2. GRANTEE'S PERFORMANCE OBLIGATIONS

2.01 Grantee agrees that it will carry out the Project and activities as more specifically set forth in the **Project Improvements**, as provided in **Exhibit "A",** which is attached hereto, and incorporated herein by reference. Grantee agrees that the activities contemplated by this Agreement shall be completed within _____ of the date that this Agreement is executed by the City.

2.02 Grantee hereby certifies that it has or will retain adequate staff to oversee execution of its performance obligations under this Agreement, and that execution of each of these performance obligations is consistent with Grantee's mission.

2.03. As a further condition to retaining any Grant funds from the City, the Grantee shall provide to the City written verification, satisfactory to the City, in its sole discretion, compliance by Grantee with all agreed upon Program Guidelines as if they are set forth in this Agreement.

2.04 Grantee hereby agrees to maintain the services and Project contemplated by this Agreement for a period of three (3) years from the date of execution of this Agreement.

ARTICLE 3. PAYMENT PROCEDURES, CONDITIONS

3.01 Grant funds shall only be dispersed following receipt of all necessary and satisfactory inspection notices, as provided herein.

3.02 To receive reimbursement grantees must submit the following:

a. Fully completed and approved Stars Program Application
b. Completed initial site survey with the City's Stars Program Manager
c. Detailed invoice from City-approved vendor – corresponding to the completed approved reimbursable improvements
d. Proof of payment – in the form of a cancelled check, or credit card statement

e. Execution of a separate MOU with the Broward Sheriff's Office.

3.03 For non-gated communities, reimbursement is at the approved grant award rate of fifty percent (50%) of the final eligible expenses presented for reimbursement, up to the maximum approved grant award of Fifty Thousand ($50,000.00) dollars.

3.04 For gated communities, reimbursement is at the approved grant award rate of twenty-five percent (25%) of the final eligible expenses presented for reimbursement, up to the maximum approved grant award of Twenty-Five thousand ($25,000.00) dollars.

3.05 If the Grantee fails to comply with any of the provisions of this Agreement, the City may withhold, temporarily or permanently, all, or any, unpaid portion of the funds upon giving written notice to the Grantee, or terminate this Agreement and the City shall have no further funding obligation to the Grantee under this Agreement.

3.06 In the event the Grantee ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Agreement shall be retained by the City and the City shall have no further funding obligation to Grantee with regard to those unpaid funds. The determination that the Grantee has ceased or suspended its operation shall be made solely by the City, and Grantee, its successors or assigns in interest, agrees to be bound by the City's determination. Such determination shall be provided to the Grantee by the City in writing.

3.07 Grant awards shall be based on the equipment deemed necessary by the City in the City's sole discretion.

ARTICLE 4. MAXIMUM GRANT AMOUNT

4.01 In no event shall the reimbursements made to Grantee pursuant to this Agreement exceed the maximum total grant for non-gated communities of Fifty Thousand and 00/100 Dollars ($50,000.00) or for gated communities of Twenty-Five Thousand and 00/100 Dollars ($25,000.00).

ARTICLE 5. PERFORMANCE

5.01 The parties expressly agree that time is of the essence with regard to performance as set forth in this Agreement and failure by Grantee to complete performance within a reasonable time as determined by the City, shall, at the option of the City without liability, in addition to any of the City's rights or remedies, relieve the City of any obligation under this Agreement.

ARTICLE 6. INDEMNIFICATION

6.01. Indemnification by the Grantee.

(a) For good and valuable consideration herein provided, the receipt of which is hereby acknowledged by the Grantee, the Grantee agrees to indemnify, defend and hold harmless, the City, its respective agents, officers, or employees from any and all liabilities, damages, penalties,

judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, for personal injury, bodily injury, death or property damage arising out of, or by reason of any act or omission of the Grantee, its agents, employees or contractors arising out of, in connection with or by reason of, the performance of any and all services contemplated by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all services contemplated by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance of such services. The indemnification shall survive the Agreement's termination.

ARTICLE 7. DEFAULT; TERMINATION.

7.01. Default by Grantee. In the event the Grantee fails to perform or comply with any material provision of this Agreement, the Grantee shall be in default. If an event of default by the Grantee shall occur, the City shall provide written notice to the Grantee. If the default shall not be cured by the Grantee within fourteen (14) days after receipt of the written notice from the City, or if such event of default is of such nature that it cannot be completely cured within such time period, the City may terminate this Agreement.

7.02 Notwithstanding anything to the contrary herein, upon an occurrence and continuance of an Event of Default by Grantee that is not cured within the applicable cure or grace period, the City's remedy under this Agreement shall be to terminate the Agreement. Upon such termination, City's obligations to Grantee under this Agreement shall cease, including without limitation its obligation to make any payments to Grantee. In the event of such termination, Grantee's obligations under this Agreement shall cease, excepting only the indemnification as set forth in this Agreement.

7.03 Termination.

(a) The Grantee and the City acknowledge and agree that as of the Effective Date certain matters mutually agreed by the parties hereto are essential to the successful completion of the Project have not been satisfied or are subject to certain conditions, legal requirements or approvals beyond the control of any of the parties hereto or which cannot be definitely resolved under this Agreement. In recognition of these events or conditions, the parties hereto mutually agree that, provided the appropriate or responsible party therefor diligently and in good faith seeks to the fullest extent of its capabilities to cause such event or condition to occur or be satisfied, the failure of the events or conditions listed in subsection (b) below to occur or be satisfied shall not constitute an event of default by any party under this Article, but may be the basis for a termination of this Agreement.

(b) In addition to any other rights of termination provided elsewhere in this Agreement, this Agreement may be terminated as provided in subsection (c) in the event the appropriate Governmental Authority, upon petition by the Grantee, unduly delays or denies or fails to issue building permits, or approve any other governmental approvals or permits necessary to commence construction of the Project.

(c) Upon the occurrence of an event described in subsection (b), then the Grantee or

the City may, upon determining that such event cannot reasonably be expected to change in the foreseeable future so as to allow completion of the Project, elect to terminate this Agreement by giving a notice to the other party hereto within thirty (30) days of the occurrence of such event or the determination of inability to cause a condition precedent to occur or be satisfied, stating its election to terminate this Agreement as a result thereof, in which case this Agreement shall then terminate.

(d) In the event of a termination pursuant to subsection (c), neither the Grantee nor the City shall be obligated or liable one to the other in any way, financially or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by the Grantee and the City, or any of them, hereunder or contemplated hereby, and each party shall be responsible for its own costs.

(e) Notwithstanding anything to the contrary contained herein, in the event that any party shall have, but shall not exercise, the right hereunder to terminate this Agreement because of the non-satisfaction of any condition specified herein, and such condition is subsequently satisfied, then the non-satisfaction of such condition shall no longer be the basis for termination of this Agreement.

ARTICLE 8. AVAILABILITY OF FUNDS

8.01. The City's obligation to pay under this Agreement is contingent upon having received funds budgeted and appropriated by the City Commission of the City of Cooper City.

ARTICLE 9. REMEDIES

9.01. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County. No remedy herein conferred upon any party is 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 given hereunder or 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 further exercise thereof.

ARTICLE 10. CIVIL RIGHTS COMPLIANCE

10.01. The Grantee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 11. FEES, COSTS

11.01. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled

to recover reasonable attorneys' fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, provided, however, that this clause pertains only to the parties to this Agreement.

ARTICLE 12. MISCELLANEOUS

12.01. Public Purpose. The parties acknowledge and agree that this Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest.

12.02. No General Obligation. In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither the Grantee nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or any other governmental entity or taxation in any form on any real or personal property to pay the City's obligations or undertakings hereunder.

12.03. Assignments. This Agreement is not assignable.

12.04. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

12.05. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

12.06. Notices.

(a) All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by overnight courier service, or by hand delivery to the office for each party indicated below and addressed as follows:

For City: City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy to: Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

For Grantee:

(b) Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the third (3rd) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

12.07. Captions. The article and section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

12.08. Entire Agreement. The City and the Grantee agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of the date and year set forth above.

CITY OF COOPER CITY, a Florida municipal corporation

BY: _____
ATTEST: CITY MANAGER RYAN EGGLESTON

BY: _____
Tedra Allen, City Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
City Attorney

ATTEST: **GRANTEE:**

_____

_____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title:
_____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence ____ or online notarization ____ this ____ day of _____, 2023, by _____, as _____ (name of officer or agent, title of officer or agent), of _____, a Florida _____, on behalf of the _____. He/She is personally known to me or has produced _____ (type of identification) as identification.

_____
Notary Public – State of Florida

EXHIBIT "A"

PROPOSED IMPROVEMENTS

1. **PROJECT DESCRIPTION**:

Name of Company/Grantee:

Description of Improvements: See Attached

Location:

Funding Amount:

Grantee Contact:

EXHIBIT "B"
THE PROGRAM GUIDELINES

1. Applicants will submit an initial application of interest via the city's website.
2. The STARS Program Manager will contact the applicant and schedule a site survey to provide a recommended equipment proposal.
3. The applicant is permitted to go above and beyond the proposal; however, any awarded funds will be based on the program manager's recommendation.

4. The applicant will have 90 days to complete the following after receiving their site survey:
    a. Obtain a quote from a city-approved vendor.
    b. Enter a separate MOU with the Broward Sheriff's Office via a Public-Private Partnership: https://www.sheriff.org/ppp/Pages/default.aspx
    c. Submit a final application, to include the project site survey, a qualified quote, a copy of the signed MOU (BSO PPP), and a signed legal agreement with the city.
5. Upon final submission, the City will review and approve / deny the application within ten business days.

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Utilities Department

DATE: November 14, 2023

SUBJECT: Motion to approve and authorize sole or single source procurements as allowed in Sec. 2-258(b) of the City Code of an anti-scalant chemical, Megaflux Fe from American Water Chemicals in the amount not to exceed $65,305; a corrosion inhibitor, Carus 3380 from Carus LLC in the amount not to exceed $43,530.00; a membrane cleaner, PermaClean PC-77, from NALCO Water in the amount not to exceed $34,920; maintenance of SCADA systems at treatment plants from Jacobs in the amount not to exceed $19,500; maintenance of lift station telemetry control units from Data Flow Systems, Inc. in the amount not to exceed $21,925.00; and new Wilo pumps with repairs and parts, in an amount not to exceed $160,000, including additional related purchases that may become necessary due to unforeseen circumstance from each of the aforementioned vendors but not exceeding the approving authority of the City Manager as allowed in Sec. 2-255(b) of the City Code for Fiscal Year 2024. - **Utilities**

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of single or sole source purchases as enumerated in the aforementioned Motion for Fiscal Year 2024. Section 2-258(b) of the City Code allows sole and single source procurements under several conditions, including standardization of supplies and services. Justification for these procurements is provided in Attachment 1. Additionally, approval from the Purchasing Agent is included as Attachment 3.

BACKGROUND OF ITEM:

The City's treatment plants and lift stations use several products and services that have been standardized over many years. While some of them are proprietary in nature (sole source), others have been standardized for efficient operation (single source) after conducting tests using competing products. Based on the feedback received from the treatment plant operators and operations staff, the Utilities Director recommends approval and authorization of sole and single source purchases as enumerated above.

ANALYSIS:

Without any question, there are several competing products and services available in the market for the Utilities industry. However, given the age of the treatment plants and large quantity of lift stations to be maintained, the City's Utility system has been standardized using the aforementioned sole and single source products and services to operate in an efficient manner. The plant operators and field staff have confirmed that all single source products were selected and standardized after conducting field tests that best suited the City's Utility system.

FISCAL IMPACT:

The fiscal impact for various account numbers is itemized below. Part of PSI Technologies' requested funds would be charged to the Operating account ($100,000) and the remaining funds ($60,000) to the Capital account. Please note, there are no detailed itemized breakdown for funding requests for Jacobs and PSI authorization. Services and products would be ordered on an as-needed basis.

Vendor	**General Ledger Acct. Number**	**Budgeted Amount**	**Requested Amount**	**Remaining Amount**
American Water Chemicals	450-911-535310-533	**$825,404.00***	$60,350.00	$123,881.00
Carus LLC	450-911-535310-533		$43,530.00	$80,351.00
NALCO Water	450-911-535310-533		$34,920.00	$45,431.00
Jacobs	450-911-534446-533	**$55,000.00**	$25,000.00	$30,000.00
Data Flow Systems, Inc.	450-930-534443-535	**$230,000.00**	$25,000.00	$205,000.00
PSI Technologies, Inc.	450-930-534443-535		$100,000.00	$105,000.00
PSI Technologies, Inc.	453-930-563150-535-WS004(Capital)	**$300,000.00**	$60,000.00	$240,000.00

ALTERNATIVES:

Unless the City decides to reconfigure its entire Utility system at an exorbitant cost, there are no economically or operationally feasible alternatives at present.

* At the time of preparing this report, $635,855 have already been encumbered for Account Number 450-911-535310-533 for purchase of other chemicals needed for the wastewater treatment plant and for which approved and valid contracts or extensions exist.

ATTACHMENTS:

1. Sole and Single Source Procurement List with Justification
2. Price Proposal and Sole Source Letters from:
    a. American Water Chemicals
    b. Carus LLC
    c. NALCO Water
    d. Jacobs
    e. Data Flow Systems, Inc.
    f. PSI Technologies, Inc.
3. Approval from the Purchasing Agent

Prepared by Utilities on 11/1/23

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	11/02/23 04:18 PM
Allen, Tedra	Assigned to Attorney	Return to Original Submitter	11/08/23 09:05 AM
Allen, Tedra	Returned to Original Submitter by Att...	Return to Attorney	11/08/23 03:53 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/09/23 10:41 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/09/23 10:51 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	11/09/23 03:41 PM
Allen, Tedra	END WORKFLOW - APPROVED		11/09/23 03:51 PM

Attachment 1

Cooper City Single / Sole Source Procurment List
FY 2024

Vendor	Material/Service/Equipment	Unit Price	Quantity	Total Price	Gen Ledger A/C #	City Code Sec.	Single/Sole Source Letter	Prior use	Justification
American Water Chemicals	Megaflux Fe	$1.420	42,500 lbs	$60,350.00	450-911-535310-533	Sec. 2-258 (b)	Yes. Also name change letter of chemical A 119_50P	Yes. Since 2020	The City's water treatment process includes the addition of an anti-scalant chemical to maintain the solubility of iron so that it doesn't precipitate and foul the treatment membranes. In 2020, Utilities Department staff tested a product called AWC-119, 50% concentration, from American Water Chemical (AWC). The results showed that it out-performed the anti-scalant the City had been using since 2000. AWC later changed the name of that product to Megaflux Fe. Due to its favorable chemical properties, the Staff is recommending continued use of Megaflux Fe as a preferred antiscalant. This qualifies as a single source purchase and Sec. 2-258(b) of the City Code allows single and sole source procurements under several conditions, including standardization of supply and services.
Carus LLC	2410-440-170-CARUS 3380 3025 LB TOTE	$1.320	30250 lbs	$43,530.00	450-911-535310-533	Sec. 2-258 (b)	Yes	Yes. Since 2008	Carus 3380 is a proprietary zinc orthophosphate solution that is added to the City's treated water to inhibit corrosion in the distribution system. It is used to control lead and copper in drinking water, as well as to protect the City's distribution system piping. Utilities Department staff had tested several competing products in the past and Carus 3380 produced the desired results without generating any taste and odor complaints (which some others did). This product from Carus LLC has been successfully used in the City's system for over 15 years. This qualifies as a sole source purchase and Sec. 2-258(b) of the City Code allows single and sole source procurements under several conditions, including standardization of supply and services.
NALCO Water	PermaClean PC-77 Membrane Cleaner	$1,587.310	22, 55-gallon drums	$34,920.00	450-911-535310-533	Sec. 2-258 (b)	Yes	Yes. Since 2020	A few years ago, the City conducted a pilot program to test various chemicals for effective cleaning of the filter membranes at its water treatment plant. Out of several tests, PermaClean PC-77 membrane cleaner produced the best results. The City staff has been using this product since 2020. This qualifies as a single source purchase and Sec. 2-258(b) of the City Code allows single and sole source procurements under several conditions, including standardization of supply and services.

The term "sole source" used by vendors is in fact "single source" in most case per City Code.

Jacobs	Maintenance of Tememetry / SCADA System at the Water Plant	N/A. Service request on as-needed basis	N/A. Service request on as-needed basis	$19,500	450-911-534446-533	Sec 2-258 (b)	Yes	Yes. Since 2018	Pusuant to City's Task Order 2017-1, the present SCADA system for water and wastewater plants was installed by Jacobs in 2018. Since then, they have been providing maintenance services on an annual basis. Their familiarity with the system and quick response time is highly desirable. This requisition qualifies as a single source purchase and Sec. 2-258(b) of the City Code allows single and sole source procurements under several conditions, including standardization of supply and services
Data Flow System, Inc.	TCU BD Set (Repairs of Telemetry / SCADA System)	$877.000	25	$21,925.00		Sec 2-258 (b)	Yes	Yes, since 2014-15	The City's present SCADA sytem for the maintenance of all 83 lift stations was installed by Data Flow Systems, Inc. in 2014-15. The City had invited proposals through its RFP #2014-1-UTL, Wastewater Transmission SCADA Sytem, and Data Flow Systems was selected as the top vendor who met the requisite qualifications. Since then, Data Flow Systems, Inc. has been maintaining the repairs of Telemetry Control Units (TCU) of SCADA system. Therefore, this system is proprietary and any competition or substitution would require major re-adjustment with sizable cost and excessive downtime, which the staff is not recommending. The proposed requisition qualifies as a sole source purchase and Sec. 2-258(b) of the City Code allows single and sole source procurements under several conditions, including standardization of supply and services
PSI Technologies	New Pumps, Pump Repairs and Pump Parts	N/A. Parts and repairs on an as-needed basis.	Estimated 10 new pumps with accessories @ average, rounded cost of $12,000 each. Remaining funds would be used for repairs and spare parts. If the field supervisors determine that certain pumps could be repaired instead of buying new ones, costs would be adjusted accordingly.	$160,000		Sec. 2-258 (b)	Yes	Yes. For past several years, including FY 2023, the City has standardized almost all their pumps at lift stations to this brand	The City's sewer collection/transmission system includes 83 lift stations. Although majority of these lift stations use submersible pumps, 16 of these lift stations were "can" stations, which were common in the 1960s and 1970s. However, they are no longer desirable because of the safety and functionality reasons. As a part of the City's master plan, these "can" lift stations are being converted into lift stations that would now use submersible pumps. To date, nine (9) stations have been upgraded. In FY 2024, can station no. 3 and no. 18 will be converted using submersible pumps. Over the last 15 years, the Utilities Department staff has standardized the use of Wilo pumps for majority of the City's lift stations. This has resulted in the efficiency of maintenance instead of repairing multiple brands of pumps. In South Florida, Wilo pumps are sold exclusively by PSI Technologies Inc. as the sole distributor. The Utilities staff is satisfied with the performance of Wilo pumps and recommends their continued use. This procurement includes purchase of new pumps, related accessories, parts and incidental services for both capital and maintenance projects. Sec. 2-258(b) of the City Code allows single and sole source procurements under several conditions, including standardization of supply and services

The term "sole source" used by vendors is in fact "single source" in most case per City Code.

AMERICAN WATER CHEMICALS
1802 CORPORATE CENTER LANE
PLANT CITY FL 33563
USA

SALES QUOTATION Amended

Meeting Date: 11/14/2023 Item #17.

Quotation No.:	22031661
Quotation Date:	10/12/23
Valid Until:	11/12/24
Customer No.:	C00165
Customer Ref. No.:	
Page No.:	Page 1 of 1

BILL TO	SHIP TO	VALID UNTIL
COOPER CITY PO BOX 290910 COOPER CITY FL 33330 USA	**COOPER CITY** 11791 SW 49TH STREET COOPER CITY FL 33330 USA	11/12/24

Sales Employee: Alessandra Vergara
Contact Name: RAJ VERMA
Terms: Net30
Ship Via:
Freight Terms: FOB_DEST_PPD

Item No.	Description			Quantity		Unit Price	Total
MEGAFLUXFE.2500LB	MEGAFLUX FE, 2500LB TOTE	17	TOTE(S)	42,500	LBS	$ 1.4200	$ 60,350.00

Subtotal	$ 60,350.00
Shipping	
Tax	
Total Order Value	**$ 60,350.00**

ESTIMATED LEAD-TIME TO SHIP IS 10 WORKDAYS AFTER RECEIPT OF ORDER

Perfecting the Science of Membrane Treatment

October 17, 2023

Mr. Ryan Webster
Cooper City
11791 SW 49th Street
Cooper City, FL 33330 USA

Dear Mr. Webster

This letter is to confirm that AWC A-119 Premium Anti-scalant 50% dilution is manufactured by American Water Chemicals and it is not available for distribution from any other source. There are no identical equivalents on the market.

Please feel free to contact us if you require any additional information regarding these products.

Best Regards,

Tony De Almeida
Operations Manager
American Water Chemicals

awc®

Perfecting the Science of Membrane Treatment

September 21, 2022

Mr. George Garba
Cooper City Department of Utilities
11791 Southwest 49th St.
Cooper City, FL 33328

RE: Membrane Antiscalant AWC A-119 (Diluted) Product Name

Dear Mr. Garba,

This letter is to inform the Cooper City Department of Utilities that American Water Chemicals (AWC) is naming our AWC A-119 diluted antiscalant product currently used at the Cooper City WTP Megaflux Fe.

Please note that there has been no change in the product formulation or pricing. Importantly, the product name change shall not impact your water treatment plant operations, product performance, product use rate, or AWC's account service. The new naming is a result of improved production logistics, increased product demand, and quality control improvements. All of which are intended to better support our customers' needs.

Please feel free to contact us if you have any questions or require additional information regarding this matter. As always, we sincerely appreciate your business!

Best Regards,

MFernandes

Melissa Fernandes
Technical Sales Manager, Southeast Region
American Water Chemicals, Inc
1802 Corporate Center Lane | Plant City, FL 33563 USA
Tel: 813-246-5448 | Cell: 813-447-1409
mfernandes@membranechemicals.com
www.membranechemicals.com

Carus LLC
315 Fifth Street
PO Box 599
Peru, IL 61354
Telephone: 1-815-223-1500
Toll Free: (800) 435-6856

CARUS LLC
QUOTE

DATE: October 11, 2023
QUOTE: QUO-09946-P7G2Y9
REVISION: 0

SALES REPRESENTATIVE: CRM House

EFFECTIVE FROM: 10/11/2023

TO:

BILL TO:
COOPER CITY, CITY OF

11791 SW 49TH STREET

COOPER CITY, FL
USA

SHIP TO:
COOPER CITY, CITY OF

11791 SW 49TH ST

COOPER CITY, FL 33330-4447
USA

CUSTOMER NUMBER: 050080

PRODUCT	UOM	QUANTITY	PRICE PER UNIT	EXTENDED PRICE
2410-440-170 - CARUS 3380 3025 LB TOTE	Pound	30,250.00	$1.3200	$39,930.00

PAYMENT TERMS: NET 30 DAYS
SHIPPING METHOD: LANDSTAR
FREIGHT TERMS: FOB ORIGIN PREPAY/ADD
TAX EXEMPT:
TAX RATE (%)

PRODUCTS	**$39,930.00**
TAX	**$0.00**
*** FREIGHT CHARGES**	**$3,600.00**
TOTAL	**$43,530.00**

COMMENTS:

Thank you for considering Carus and for the opportunity to quote your chemical needs. To place an order, please call 800-435-6856 or 1-815-223-1500 or email orders@carusllc.com. Please note our Supply Chain Service Standard http://www.carus.stg.3whst.com/home/service-standard.

Freight Charges include shipping and handling charges. The freight costs are current as of this date and are subject to change based on actual ship date.

In addition to the purchase price, Buyer shall pay Seller the amount of all new and additional governmental taxes, excises, duties and/or other charges (except taxes on or measured on a net income) that Seller may be required to pay with respect to the production sale or transportation of any material delivered hereunder.

This quotation is subject to our standard terms and conditions, and shall remain open for thirty (30) days unless otherwise stated above. If not accepted within thirty (30) days, Carus LLC shall have no liability or obligation under this quotation. This quotation is made for the sole purpose of sourcing the prospective buyer's purchasing needs. As such, none of the information contained herein may be disclosed to any third party without Carus LLC's written consent.

COMPANY QUOTE

These Terms and Conditions of Sale bind Company identified as the "Seller" and its customer identified as the "Buyer" regarding the purchase and sale of goods.

GENERAL TERMS AND CONDITIONS

1. Applicability. Notwithstanding any inconsistency that may be embodied in your purchase order, we accept your order subject to the written contract between us or if no such contract exists, the terms and conditions contained herein and on the reverse side hereof (-'General Terms"), as well as the terms and conditions relating to gas, gas cylinders and cylinder valves, to the extent applicable ("Supplemental Terms" collectively referred to with the General Terms herein as "Terms"), which Terms shall govern, and your acceptance and receipt of the goods shipped hereunder shall, without any further action, constitute assent to such Terms. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Title and Risk of Loss. Unless otherwvise stated on the invoice, title to the goods and risk of loss shall pass to Buyer, and Seller's liability as to delivery shall cease, upon delivery of the goods to carrier at the shipping point. The carrier shall thereafter act as Buyer's agent. All goods are shipped at Buyer's risk. Buyer's receipt of any goods delivered hereunder shall be an unqualified acceptance of and a waiver by Buyer of its right to make any claim with respect to such goods unless Buyer gives Seller notice of claim within ten (10) days after such receipt. Buyer assumes all risks and liability for the results obtained by the use of any goods delivered hereunder in any further processes of Buyer or in combinations with other substances. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the goods at the destination.

3. Delivery. Seller may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. If for any reason Buyer fails to accept delivery of goods or if Seller is unable to deliver the goods because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the goods shall immediately pass to Buyer; (ii) the goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the goods until Buyer picks it up or pays for it to be transported, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. Non-Delivery. The quantity of the goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. The Seller shall not be liable for any non-delivery of goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity delivered.

5. Limited Warranty and Limitation on Liability. Seller warrants that goods delivered hereunder meets Seller's standard specification for the goods or such other specifications as have been expressly made as part of these Terms and that such goods are adequately contained, packaged and labeled and conforms to the promises and affirmations of fact made on the container and label. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER MAKES NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. STENOGRAPHIC AND CLERICAL ERRORS ARE SUBJECT TO CORRECTION BY SELLER WITHOUT LIABILITY. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSS, LOSS OF PROFITS OR REVENUES, OR DIMINUTION IN VALUE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, NOTWITHSTANDING THE FOREGOING, NO GOODS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.

6. Force Majeure. Seller shall not be liable for its failure to perform hereunder by reason of acts of God, war, civil commotion, strikes, epidemics, fires, cyclones, floods, or labor, production or transportation difficulties, shortages of goods, power, fuel, equipment, transportation or labor, or inability to obtain same without litigation or the payment of penalties, premiums or unusual prices or embargoes, providential, or physical causes, existing or future, or due to any governmental law, regulation, order, request, instruction or injunction, whether valid or invalid (including but not limited to priorities, requisitions, allocations, and price adjustment restrictions) or any cause beyond the reasonable control of Seller, thereby interfering with the production, shipment or receipt of goods as herein contemplated.

7. Compliance with Law. Buyer shall maintain appropriate safe handling and use procedures for the goods and will apprise its employees and customers of the hazards, proper use and handling requirements of the goods, and shall comply with the OSHA Hazard Communication Standard, as amended. Seller hereby certifies that the materials subject to this purchase order were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof. Seller shall comply with the provisions of the Fair Labor Standard Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended, and Equal Employment provisions of Executive Order 11246, as amended 41 CFR §§ 60-1.4, 60-250.5 and 60-741.5, which equal opportunity clauses are hereby incorporated by reference, to the extent applicable.

8. Export Control Regulations. All goods sold by Seller is subject to the export control laws of the U.S., and Buyer agrees not to divert or resell the goods contrary to such laws. If any license or consent of any government or other authority is required for the acquisition, carriage or use of product by Buyer, Buyer will obtain the same at its expense and provide evidence of the same to Seller on request. Failure to do so will entitle Seller to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefor. Any expenses or charges incurred by Seller resulting from such failure will be paid for by Buyer within ten (10) days of receipt of Seller's written request.

9. Indemnification. Buyer assumes full responsibility for and liability arising out of unloading discharge, storage, handling, use and disposal of any goods or container, including the use of such goods or container alone or in combination with other substances; compliance or non-compliance with any laws or regulations relating thereto; and damage to or destruction of returnable containers from any cause whatsoever after delivery to Buyer and until their return to Seller in good condition. Buyer shall defend, indemnify and hold harmless Seller, its representatives and employees, from and against all losses, liabilities, damages and expenses made against or incurred by Seller and its representatives and employees, arising out of any claim, suit or proceeding by any governmental agency or any third parties (including without limitation any employee of Buyer or any family member which claim, suit or proceeding alleges death, personal or economic injury or damages to any private or public property or resources caused or contributed by the goods or container if such death, injury or damage occurred subsequent to shipment of the goods by Seller from its plant or warehouse except to the extent such is solely and directly caused by the failure of the goods to meet Seller's standard physical and chemical specifications.

10. Seller Specifications. All goods, unless otherwise agreed, are to be within the limits of sizes, weights, and other specifications published by Seller and subject to Seller's standard variations.

11. Inspection and Rejection of Non-Conforming Goods. Buyer shall inspect the goods within five (5) days of receipt ("Inspection Period"). Non-acceptance of Non-Conforming Goods sold to conform to special specifications must be made in writing no later than ten (10) days after delivery along with written evidence or other documentation required by Seller. Failure to do so shall be acceptance of the goods as shipped. Non-Conforming Goods means only the following: (i) goods shipped is different than identified in Buyer's purchase order; or (ii) a particular good's label or packaging incorrectly identifies its contents. In the event of any complaint, shipment shall be held intact, and a specification of objections, accompanied by tally of the alleged Non-Conforming Goods, shall be submitted directly to Seller. If requested by Seller, Buyer shall provide a requested sample of the purported Non-Conforming Goods, at Buyer's expense. If Buyer timely notifies Seller of any Non-Conforming Goods, Seller shall in its sole discretion, (i) replace such Non-Conforming Goods with conforming goods, or (ii) credit or refund the Price for such Non-Conforming Goods. If full credit is allowed by Seller for non-conforming goods and unless otherwise set forth in a limited warranty or other warranty provided by Seller, the goods must be retained intact at the delivery point, and Seller shall have 90 days from the date of such allowance to dispose of such goods as it determines. Under no circumstances is the goods to be returned to Seller unless Buyer has written permission of an authorized representative of Seller to do so and obtains written instructions from Seller's order entry department. If Seller exercises its option to replace the Non-Conforming Goods, Seller shall, ship to Buyer, at Buyer's expense and risk of loss, the replacement goods. Buyer acknowledges and agrees that the remedies set forth in this Paragraph 11 are Buyer's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under this Paragraph 11, all sales of goods to Buyer are made on a one-way basis and Buyer has no right to return goods it purchased to Seller.

12. Cancellation. Accepted orders are not subject to cancellation without the Seller first being reimbursed for any and all direct, out-of-pocket expenses incurred as a result of cancellation, including reasonable overhead and profit attributed to the goods subject to such cancellation.

13. Quantity. For bulk goods shipments, if Seller delivers to Buyer a quantity of up to 10% more or less than the quantity set forth in Seller's confirmation of receipt of Buyer's purchase order ("Acknowledgment"), Buyer shall not be entitled to object to or reject the goods or any portion of them by reason of the surplus or shortfall and shall pay for such goods the price set forth in the Acknowledgment.

14. Price. In addition to the purchase price, Buyer shall pay Seller the amount of alt new and additional governmental taxes, excises, duties and/or other charges (except taxes on or measured by net income) that Seller may be required to pay with respect to the production, sale or transportation of any goods delivered hereunder. AU prices are subject to change by Seller without notice unless otherwise specified.

15. Payment. Buyer shall pay all invoiced amounts due to Seller within thirty (30) days of Seller's invoice. Unless otherwise stated, invoices are payable in U.S. funds at par. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

16. Security Interest. Seller reserves and Buyer grants to Seller a purchase money security interest in all goods sold and any receivables or cash from resale thereof to secure the full payment and performance by Buyer of its liabilities and obligations to Seller. Buyer shall be in default under these Terms, and the security interest created hereunder shall become enforceable if: (a) Buyer fails to pay the balance of the invoice value when due or fails to remedy any other default within ten
(10) days after being notified of such default by Seller; (b) Buyer threatens, in the sole determination of the Seller, appears to or ceases to carry on its business or substantially changes the nature of its business; (c) Buyer becomes or acknowledges being insolvent, becomes bankrupt or generally takes measures to arrive at a compromise, an arrangement or an agreement with its creditors, or arrives at the liquidation of its assets or its bankruptcy; (d) proceedings are instituted against Buyer in order to liquidate its assets or declare it bankrupt, which are not diligently contested by Buyer and are not dismissed or cancelled within twenty-one (21) days from the day on which they are instituted; (e) a prior notice is given by a creditor purporting to hold or holding a prior claim of its intention to exercise its purported or prior claim or any other security interest, or if such right or security interest is exercised or if a secured creditor takes possession or appoints a receiver with respect to any part of the goods sold; or (f) an order of execution is filed against the Buyer or a seizure is brought against the goods sold and should it not be quashed within ten (10) days thereafter. Buyer acknowledges that Seller may file a financing statement and agrees to execute and deliver such documents as Seller may request in order to perfect its security interest.

17. Termination. In addition to any remedies that may be provided under these Terms, Seller's obligations may terminate with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due and such failure continues for five (5) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Assignment. The respective successors and assigns of parties hereto shall be bound hereby, but none of Buyer's rights or obligations hereunder shall be assigned without Seller's prior written consent.

19. Limitations Period. The parties hereto agree that a limitations period of one (1) year shall apply to any disputes arising from this contract. Claims not commenced within one (1) year shall be barred.

20. Governing Law and Jurisdiction. The parties hereto agree that all of the provisions of this contract and any questions concerning its interpretations and enforcement shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles, and the ordering and delivery of goods shall be deemed to be the transaction of business within the State of Illinois for purposes of conferring jurisdiction upon courts located within the State. The parties agree that any litigation arising out of this contract shall be brought only in the federal or state courts in the State of Illinois and both parties consent to jurisdiction of said courts. Buyer may not bring any action under or arising from this contract unless such action is commenced within one year after the cause of action accrues.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

23. Entire Agreement. This order, the Terms contained herein, the Supplemental Terms, together with any documents attached hereto or incorporated herein by reference, constitutes Seller's and Buyer's entire understanding about the goods described herein

CARUS®

Carus LLC
315 5th Street
Peru, IL 61354

October 17, 2023

Mr. Ryan Webster
11791 S.W. 49th Street
Cooper City, FL 33330

Dear Mr. Webster,

This letter is to certify that **CARUS™ 3380 water treatment chemical** is a sole sourced proprietary formulation designed to provide superior Sequestering and Corrosion Control benefits for potable water systems. CARUS 3380 is manufactured by Carus LLC at its state-of-the-art production facilities located in LaSalle, IL and Belmont, NC. CARUS 3380 is produced with high quality raw materials and specific blends of phosphate for exceptional stability and performance. CARUS 3380 and the production facilities are registered with NSF as compliant with NSF/ANSI standard 60-61 for contact with drinking water.

Carus LLC is the leading supplier of phosphate-based Corrosion Control Programs for municipal water systems. We serve our 2000 potable water systems and carry over 75 unique formulations and brands including the CARUS 3380 product.

In addition to superior product quality and performance, Carus Corrosion Control Programs are supported (as needed) by the following services:

- Technical Service visits to insure proper application and compliance
- Quarterly water sample collection and analysis for corrosion control parameters
- Corrosion Coupon program including supply, installation, and maintenance CC racks
- Product safety and application training for employees (for CEU credits)

We appreciate the opportunity to serve the City of Cooper City and look forward to continued success.

Sincerely,

Barbie Smith

Barbie Smith
Inside Sales Manager

QUOTATION - DO NOT PAY

Seller (name, address)

NALCO Water
An Ecolab Company

1601 West Diehl Rd
NAPERVILLE IL 60563-1198
US

Quotation Date	Page Number
10/11/2023	Page 1 of 1
PO Number	Quotation Number
N/A	

Mail to / Sold to
USA

City of Cooper City
11791 SW 49TH ST
COOPER CITY, Florida,
33330, USA

Sold-to-number

150206697

Terms of Delivery:
DDP

Primary Ship to Address
USA

City of Cooper City
11791 SW 49TH ST
COOPER CITY, Florida,
33330, USA

USA Bill-to-number	Payer USA Payer Number

Meeting Date: 11/14/2023 Item #17.

Item No	Quantity		Unit Price	Amount (USD)
	22 drums	PermaClean™ PC-77 Membrane Cleaner  Product Code: **PC-77.15** 55 GAL Drum $1,587.31 USD **Per EA** $2.88 USD Per LBS − 22 + EA **Total** $34,920.00 USD Plus, Freight Surcharge 8% $2,793.60 **Total $37,713.60**	**$1,587.31**	**$34,920.00**

NALCO Water
An Ecolab Company

October 17th, 2023

City of Cooper City
Cooper City Utilities
Attn: Ryan Webster
Chief Operator
11791 SW 49th St.
Cooper City, Florida 33330
T: 954 680 1445

RE: Sole Source letter for Nalco Product PC-77 Membrane Cleaner.

Dear Mr. Webster

This letter is to provide notification that Nalco Water is the sole source provider of Nalco Product PermaClean PC-77 Membrane Cleaner. This product is only sold through our company's direct sales representatives to end- user municipalities within the state of Florida.

No other 3rd party or other company can sell this product on behalf of Nalco Water to Municipal customers within the state of Florida. Your Nalco Water contact is:

Mr. Robert Curtin
Nalco District Representative I
Municipal Florida – WL128
NALCO Water | An Ecolab Company
M 614-580-9898
E Robert.Curtin2@Ecolab.com

If you have questions regarding this issue, please contact Robert at 614-580-9898.

Sincerely,

Lilton L Moore

Lilton L Moore
Director – Sales Operations
Municipal Water Division
Nalco Water, An Ecolab Company

Nalco will provide a program and a fixed amount is invoiced on a periodic (calendar) basis, typically monthly, based on an agreed scope for systems to be treated. Billing amounts remains with Nalco until the products are consumed. Nalco places all product orders.

will be independent of product deliveries or usage, but are subject to adjustment upon significant scope or operational changes in the system being treated. Title for products 1.

TERMS: Standard payment terms are net 15 days of invoice date. Past due invoices are subject to a late fee of 1% per month. Prices exclude any applicable sales,

Nalco's tender of the product or equipment.

use, excise, VAT, export and import taxes, and similar fees. Unless otherwise agreed, product shall be shipped F.O.B. Nalco's facility, and risk of loss shall pass to Customer upon personal property of Nalco even though attached to realty. Customer will allow Nalco to remove this equipment from the site upon termination of the ag reement. 2.

NALCO EQUIPMENT: Any Nalco-owned Equipment and PORTA-FEED® units ("Equipment") furnished to Customer on a rental or use basis shall remain the sole

3. **CONSIGNED PRODUCTS:** For Nalco-owned products provided on a consignment basis, the following applies:

a)Customer shall provide appropriate storage vessels or locations forthe Consigned Products and shall mark such to show Nalco's ownership. After delivery to and receipt by Customer of Consigned Products, Customer shall be responsible for loss of or damage to any Consigned Products unless caused by Nalco's negligence or misconduct. Title to Consigned Products, and to file a financing statement securing its interest therein.

the Consigned Products shall pass to Customer upon (i) removal from a storage vessel, or (ii) opening of a portable or tote container. b)Nalco shall have the right to inspect the

unopened container returnable under Nalco's returned material policy.

c)Upon termination of the consignment arrangement, Customer shall purchase all remaining Consigned Products at the then current price unless the Consigned Products are in an

4. **CHANGE OF SCOPE:** If conditions change requiring additional use of Nalco products and or Services, Nalco reserves the right to adjust the billing amount to reflect treated.

such changes. Examples include: increased treatment flows beyond those agreed to, increased contaminant levels requiring additional treatment, and additional systems to be

This Quote is valid for 60 days from Quotation Date shown above. All pricing is subject to change with 30 days notice. Applicable taxes will be added at time of invoicing.

Signature	Title	Date
Robert Curtin	**District Rep I Florida Municipal**	**10/11/2023**

Terms and Conditions of Sale

All chemical product sales made by Nalco to its customers (each a "Customer") are subject to the following terms and conditions (referredto as this "Agreement"). Nalco does not accept any terms and conditions other than those expressly set forth in this Agreement, and Nalco offers to sell its products to Customers only upon the terms and conditions contained in this Agreement. No other terms and conditions in Customer's documents or communications shall modify or contradict the terms set forth herein. **1. PURCHASES AND SHIPMENTS:** Customer's purchase orders shall identify the products being ordered and shall include the quantity of products and the date on which delivery is desired. All purchase orders are subject to written acceptance and confirmation by Nalco. Until such acceptance and confirmation, Nalco shall not be obligated to deliver any products identified in Customer's purchase orders. All purchases of products shall be for Customer's internal use and Customer shall not not sell or distribute the products purchased from Nalco to any third party. Title to the products and risk of loss shall pass to Customer and Customer shall become the sole owner of, and take possession of, the products at the point of origin.

2. PRICE: All prices quoted by Nalco are subject to change until Nalco has accepted in writing and confirmed Customer's purchase order. Nalco's prices for Customer's first order are not binding for repeat orders. If, because of any law, regulation or other governmental action ,Nalco is required to reduce any price in effect hereunder, Nalco may cancel this Agreement without liability by giving Customer prior written notice. **3. TAXES:** Any tax, excise (manufacturer's or otherwise), inspection fee, duty (import or export), license fee (import, export, or otherwise), tonnage charge, assessment of other tax, fee, assessment, or charge which is levied, assessed, or imposed by any governmental authority upon the products, transactions, and/or services contemplated hereunder (including the delivery, sale, use, production or consumption of the products), and/or which is imposed on or measured by the price of the products or the proceeds of sale hereunder, shall be added to Nalco's price or prices and shall be paid by Customer.If Nalco prepays such charges at Customer's request or for Customer, or for Customer, Customer will reimburse Nalco. **4. PAYMENT:** Terms of payment are net thirty (30) days after receipt of Nalco's invoice. Nalco reserves the right, among other remedies, either to terminate this Agreement or to suspend further deliveries if Customer fails to timely make any payment due pursuant to this or any other agreement between Nalco and Customer. If, in the judgment of Nalco, Customer's financial responsibility becomes impaired ,Nalco may refuse to deliver products except for cash prior to delivery. Nalco may demand immediate payment in full for all delivered products or revise the stated credit terms whenever it deems such actions advisable to protect its interest. Any overdue invoices shall be subject to a finance charge equal to twelve percent (12%) per annum.

5. FORCE MAJEURE: If performance of any terms or provisions hereof is delayed or prevented because of compliance with any law, decree, request or order of any governmental agency or authority or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, accidents of navigation, breakdown or failure of transportation or transportation facilities, failure of or interference with the manufacture, receiving, handling, delivery, or consumption of the products covered hereby, inability to obtain raw materials, fuel, power, labor, containers or transportation facilities or commercial impracticability, or for any other reason (whether or not of same class or kind as herein set forth) which is not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend or cancel deliveries or receipts during the period such cause continues, and no liability shall attach against either party on account thereof. The provision of this paragraph shall not be available to a party that fails to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties.

6. CONSTRUCTION: The formation of this Agreement and the rights and obligations of the parties hereunder will not be governed by the provisions of the United Nations Convention on Cor
International Sale of Products, as amended.

Meeting Date: 11/14/2023 Item #17.

7. WARRANTIES: Nalco warrants that its products will conform to its standard product specifications in effect at the time of shipment until the earliest to occur of (i) use, (ii) expiration of shelf life, and (iii) 180 days after delivery. This warranty is conditional on Customer handling the products pursuant to Nalco's instructions prior to use. If the products are nonconforming, Customer shall send a sample of such products weighing at least one kilogram to Nalco. Nalco's liability, and Customer's sole remedy, under this warranty is to replace nonconforming products at no additional cost to Customer or, at Nalco's option, to issue a refund of or invoice credit equal to the price paid for such nonconforming products. Nalco makes no warranties with respect to water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NALCO MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR CONTRACTUAL, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE OR PURPOSE OR WARRANTY OR GUARANTEE OF PERFORMANCE OR RESULTS. All technical advice and recommendations of Nalco rendered to Customer, if any, are intended for use by persons having the appropriate education and skill. Nalco shall not be liable for any use or non-use of such advice and/or recommendations. Customer assumes all risk whatsoever as to the result of the use of the products purchased, whether used singly or in combination with other substances. **8. TERMINATION:** Nalco has the option to terminate the Agreement immediately by giving written notice if (a) Customer defaults in making payment hereunder when due or breaches any covenant of this Agreement and does not remedy such default or breach within seven (7) days after written notice from Nalco, (b) Customer becomes insolvent, (c) there is any change in ownership or control of Customer, or (d) any regulation, order or decree is imposed that regulates the prices that may be charged by Nalco.

9. LIMITATIONS OF LIABILITY: The remedies of Customer set forth herein are exclusive. Customer shall defend, indemnify and hold Nalco harmless from any and all claims, losses, expenses, costs, obligations and liabilities that arise out of this Agreement or as a result of Customer's use of any products sold to Customer except to the extent caused by Nalco's gross negligence or willful misconduct. Nalco shall not be liable to Customer for special, punitive, indirect, incidental, or consequential damages resulting from or arising out of this Agreement and/or any products sold or services provided by Nalco to Customer including, without limitation, loss of profit, loss of or inability to use property and equipment, lost production, or business interruption even if Nalco has been advised of the possibility of such damages and howsoever such damages may be caused, regardless of whether or not resulting from the negligence, strict or absolute liability, breach of warranty, or other fault of Nalco. Notwithstanding any other provision of this Agreement or any other document, Nalco's aggregate liability for all causes of action resulting from or arising out of this Agreement and/or any products sold or services provided by Nalco to Customer is limited to the aggregate amount paid to Nalco for the products or services giving rise to such cause of action. Such limitations shall apply notwithstanding any failure of the intended purpose of any limited remedy.

10. MISCELLANEOUS TERMS: This Agreement supersedes and replaces all prior agreements between Customer and Nalco relating to the subject matter hereof. This Agreement contains the entire understanding between Customer and Nalco for the purchase and sale of products identified in Customer's purchase orders. This Agreement shall not be modified by Nalco's acceptance of any purchase order issued by Customer and containing inconsistent or supplemental terms or conditions (excluding, however, terms that identify the products being ordered, the quantity being ordered, and the date on which Customer requests delivery). If any provision hereof is, or becomes, in violation of any law, or rule, order or regulation issued thereunder, Nalco shall have the right, upon notice to Customer, to cancel such provision, without effect upon the other provisions, and/or to cancel further deliveries in their entirely. This contract is binding upon Nalco only when Nalco has accepted in writing and confirmed Customer's purchase order. Waiver by either party of any breach, or failure to enforce any of the terms and conditions of this Agreement at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce this Agreement and compel strict compliance with every term and condition thereof.

X

DATA FLOW SYSTEMS, INC.
605 N.John Rodes BLVD.
Melbourne, FL 32934-9104
Phone: (321) 259-5009
Fax: (321) 259-4006

PARTS/VAR ORDER/QUOTE
10/23/2023

Order: 84377-RA

Customer: COOPER

Utility: COOPER
COOPER CITY

CUSTOMER ADDRESS
COOPER CITY
11791 SW 49th ST
Cooper City, FL 33330

SHIPPING ADDRESS
COOPER CITY
11791 SW 49th ST
Cooper City, FL 33330

Steve Blanchard
954-434-5519

SHIP VIA	FOB	TERMS
UPS GROUND	DESTINATION	Net 30
CUSTOMER PO	**SHIP BY**	**Freight Terms**
	10/23/2023	Freight Billed
FREQUENCY1	**FREQUENCY2**	**RIM MODEL**
219.525, 2W	ATR CONFIG 1	-34 (DFP)

LN#	DFS Part#	QTY	QTY Shipped	Backorder	TX	Unit Price	Extended Cost
1	TCU BD SET	25.00	0.00	0.00		877.00	$21,925.00

STEVE BLANCHARD
954-326-9335
sblanchard@coopercityfl.org

TO BE USED BY COOPER CITY, FLORIDA FOR TCU REPAIRS FOR
FISCAL YEAR 2023-2024

25 REPAIRS X $877.00 = $21925.00
THIS DOES INCLUDE SHIPPING BACK TO COOPER CITY

SUB TOTAL	$21,925.00
	$21,925.00

Data Flow Systems

October 19. 2023

Mr. Steve Blanchard
City of Cooper City

RE: TAC II SCADA System
Sole Source Status

Dear Mr. Blanchard,

Please consider this document official confirmation that Data Flow Systems, Inc. (DFS), of Melbourne, Florida, is the sole source provider for the TAC II SCADA System and associated Remote Terminal Units (RTUs), Telemetry Control Units (TCUs), TAC Pack TCU RTUs, Hyper SCADA Servers (HSS), and DFS HTX SCADA Software as currently utilized by the City of Cooper City. DFS is also the sole source provider for all associated repairs, service and training.

DFS is responsible for the design, manufacture, and service of the entire TAC II SCADA System product line. There are no other manufacturers, dealers, distributors or service organizations that offer these products and associated services in the State of Florida. The TAC II SCADA System is Made in the USA.

Should you have any questions or require additional information, please contact me at 321-259-5009.

Sincerely,

Data Flow Systems, Inc.

Maria Herbert

Maria Herbert
Sales Administrator

Raj Verma

From: Chan, Kinman <Kinman.Chan@jacobs.com>
Sent: Wednesday, November 01, 2023 3:31 PM
To: Raj Verma
Cc: Hamid Nikvan
Subject: City of Cooper City / Jacobs SCADA Support

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Raj

JACOBS ENGINEERING GROUP INC. ("Jacobs") has installed and maintained to date the proprietary water and wastewater treatment SCADA control systems for the CITY OF COOPER CITY ("City") since the completion of Task Order 2017-1. Jacobs will issue a formal FY24 SCADA support proposal with an estimated value of $19,500 and submit for review and approval.

Kinman Chan, PMP, PE
Project Management, Jacobs
Email: Kinman.Chan@Jacobs.com
Mobile: +1 512 537 0854

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

WILO USA LLC, 9550 W. Higgins Rd. #300, Rosemont, IL 60018
WILO USA LLC, W66N1253 Forward Way, Cedarburg, WI, 53012

10.01.2023

October 1, 2023

Dear Valued Customer

Subject: Exclusive Distributor

Wilo USA LLC, a subsidiary of Wilo SE, is the sole provider in the United States of pumps and mixers manufactured under the Wilo brand.

This letter confirms that PSI Technologies, Inc. is our exclusive sales distributor for Wilo USA LLC. [Previously known as EMU until purchased by Wilo AG in 2003] water & wastewater pump and mixer sales for your served area as of October 1, 2018. This responsibility includes purchase of new products, OEM repair parts, repairs, and maintenance.

No other distributor is authorized to sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Wilo-USA in your served area.

Your contact is:

PSI Technologies, Inc.
Address 3520 Investment Lane, Unit #3
Phone 305-998-1371
Email eric@psi-tech.ccom

If you have questions regarding this issue, please contact Harold Adams at Harold.adams@wilo-usa.com or the writer below.

Sincerely,

Joseph Jackson
Water Management
Director of Sales
Wilo USA LLC
CC: Harold Adams, SE Sales Manager
Stacy Curti

CITY OF Cooper City Someplace Special

COOPER CITY UTILITIES DEPARTMENT
MEMORANDUM

DATE: November 1, 2023

TO: Purchasing Agent

FROM: Raj Verma, Utilities Director/City Engineer

SUBJECT: Sole and Single Source Procurements, Sec. 2-258(b) of City Code

Based on the recommendations of the treatment plant operators, field supervisors and my own random verification, I am supporting the sole and single source purchases from various vendors identified in the attached Excel sheet. Justification for product or service from each vendor and supporting sole source* letters are also provided.

Please be advised that all sole and single source purchases for FY 2024 have been approved in previous years albeit as single items sporadically. It is my hope that listing all such purchases in a consolidated manner should assist in providing a better picture to the Commission and Finance Department. Unless operational needs change, these products and services would continue to be availed on a regular basis, whose costs can now be updated each Fiscal Year, depending upon Commission approval of the budget.

Section 2-258(b) of the City Code allows sole and single source procurements under several conditions after verification from the Purchasing Agent. Please review the Department's request and let us know if you have any questions.

Please note that I will be placing the purchase of these sole or single items on the agenda for the November 14, 2023 Commission meeting.

Attachments

Copy: Ryan Eggleston, City Manager

* Please note that in most cases, the term "sole source," used by the vendors in fact is "single source" as defined in our City Code.

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Administration

DATE: November 14, 2023

SUBJECT: Motion to approve the City Manager's recommendation of Tena Granit for the Assistant Finance Director Position - **Administration**

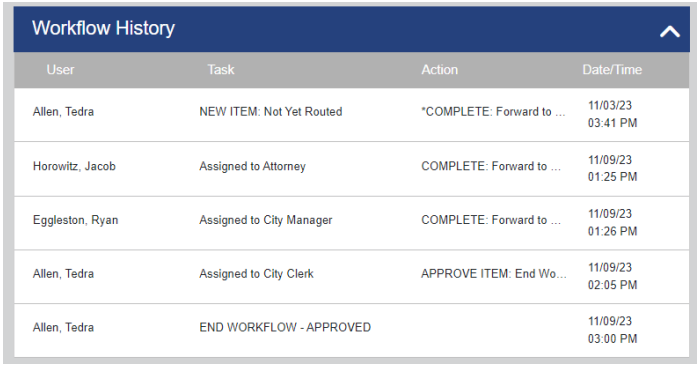
CITY MANAGER RECOMMENDATION:
The City Manager recommends the position of Assistant Finance Director be filled with the appointment of Tena Granit.

BACKGROUND OF ITEM:
The position opening was posted on the City's website as well as numerous professional association websites. A number of candidates expressed interest in the position.

ANALYSIS:
Ms. Granit is a professional CPA with extensive professional experience and education in accounting in the State of Florida.

ALTERNATIVES:
Staff will continue the search for an Assistant Finance Director candidate.

ATTACHMENTS:
1. Resume
2. Job Description



Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	11/03/23 03:41 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/09/23 01:25 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/09/23 01:26 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	11/09/23 02:05 PM
Allen, Tedra	END WORKFLOW - APPROVED		11/09/23 03:00 PM

Tena J. Granit, CPA

[redacted]

OBJECTIVE

To obtain a career in an organization that will best utilize my extensive professional experience and education to promote its growth and continuing success.

EXPERIENCE

2016-2023 Seminole Tribe of Florida, Inc. Hollywood, FL

Executive Director of Finance

- Successfully negotiated the sale of two lines of business
- Restructured debt
- Successfully expanded several business lines
- Applied for and were awarded several grants to aid in expanding operations and services to the Tribal communities
- Work closely with Enterprise Managers to increase sales, reduce costs, and improve profits
- Created several policy and procedures manuals, resulting in efficiency and cost savings
- Prepare annual budget for 30+ Enterprises with $100 Million in Revenues
- Prepare various analysis, projection, and consolidation reports for Board of Directors
- Prepare and present Annual Shareholders Meeting

2004-2016 Seminole Tribe of Florida, Inc. Hollywood, FL

Financial Controller

- Oversee daily operations of Accounting Department
- Manage the annual audit and preparation of CAFR
- Prepare annual budget for 30+ Enterprises with $100 Million in Revenues
- Prepare various analysis, projection, and consolidation reports for Board of Directors and Chief Financial Officer
- Work closely with Enterprise Managers to increase sales, reduce costs, and improve profits
- Headed conversion and implementation of ERP system
- Oversee monthly closing process
- Created several policy and procedures manuals, resulting in efficiency and cost savings
- Prepare monthly cash forecast

2000-2004 Seminole Tribe of Florida Hollywood, FL

Senior Accountant/Accounting Manager

- Prepared monthly and year-end financial statements, account reconciliations, journal entries, and budget comparison reports
- Prepared financial reports for grantor agencies
- Performed bank reconciliations
- Worked closely on the annual audit and preparation of CAFR
- Assisted other staff with preparing month-end and year-end close

---

Tena J. Granit, CPA

1998-2000 Franklin Templeton Ft. Lauderdale, FL

Fund Accountant

- Performed daily entries and price calculations for several portfolios
- Analyzed and resolved any pricing exceptions on a daily basis
- Prepared monthly, semi-annual, and annual financial statements

EDUCATION

1996-1998 Florida Atlantic University Boca Raton, FL

Master of Accounting

1993-1995 Florida Atlantic University Boca Raton, FL

Bachelor of Business Administration, Major in Accounting

SKILLS

- Proficient in Lawson, and Hyperion
- Proficient in Microsoft Word, Excel, and PowerPoint
- Efficient, detail-oriented, very analytical, fast learner and able to multi-task

REFERENCES

References are available on request.

COOPER CITY, FLORIDA

ASSISTANT FINANCE DIRECTOR

EXEMPT

GENERAL DESCRIPTION OF DUTIES

Assists in planning, organizing, managing and providing administrative direction and oversight for major finance, budget and accounting functions and activities of the Finance Department; fosters cooperative working relationships among City departments, divisions and with intergovernmental agencies; provides highly responsible and complex assistance to the Finance Director in areas of expertise; and performs related work as required. Receives administrative direction from the Director. Exercises general direction and supervision over management, supervisory, professional, technical and clerical staff through subordinate levels of supervision.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Assumes management responsibility, in the absence of the Finance Director, for finance programs and activities, including Accounting, Utility Billing, Information Systems and Purchasing.
- Selects, trains, motivates and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; responds to staff questions and concerns.
- Participates in the development and implementation of goals, objectives, policies and priorities for the Department; recommends, within department policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Assists in managing and participates in the development and administration of the department's annual budget; assists in forecast of additional funds needed for staffing, equipment and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments.
- Continuously assesses and monitors workload, administrative and support systems and internal reporting relationships; identifies opportunities for improvement and reviews it with the Director; directs implementation of improvements.
- Assists in planning, directing and coordinating the department's work plan; meets with staff to identify and resolve problems; reviews and evaluates work methods and procedures.
- Serves as liaison for the Finance Department with other City departments and outside agencies; attends meetings and provides staff support, as necessary.
- Oversees management of all Federal, State and Local grants.

- Recommends modifications to policies and procedures as appropriate.
- Attends and participates in professional group meetings both on a local and statewide basis.
- Creates and reviews various reports in the Enterprise Resource Planning (ERP) System.
- Performs related duties as directed.

KNOWLEDGE, SKILLS, & ABILITIES

- Knowledge of principles and practices of finance, investment and cash management, budget and public accounting including business administration, program development, implementation and management in a municipal setting.
- Knowledge of administrative principles and practices, including goal setting, program development, implementation, evaluation and supervision of staff.
- Knowledge of public agency budgetary, contract administration, administrative practices and general principles of risk management related to the functions of the assigned area.
- Knowledge of FEMA reimbursement and auditing processes.
- Knowledge of organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures and operational needs; principles and practices of municipal government administration.
- Knowledge of principles and practices of employee supervision, including work planning, assignment, review and evaluation and the training of staff in work procedures.
- Techniques for effectively representing the City in contacts with governmental agencies, various business, professional and educational organizations.
- Ability to assist in developing and implementing goals, objectives, policies, procedures, work standards and internal controls for the department as well as assigned program areas.
- Ability to interpret, apply and ensure compliance with Federal, State and local policies, procedures, laws and regulations.
- Ability to select, train, motivate and evaluate the work of staff and train staff in work procedures.
- Ability to prepare clear and concise reports, correspondence, policies, procedures and other written materials.
- Ability to operate modern office equipment including computer equipment and specialized software application programs.
- Ability to establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

EDUCATION & EXPERIENCE

Graduation from an accredited four-year college or university with a Bachelor's Degree in Accounting; five (5) years progressively responsible and professional governmental accounting experience, the majority of which shall be in a supervisory/managerial capacity; or an equivalent of education, training and experience.

PHYSICAL REQUIREMENTS

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve

extended periods of time at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Administration

SUBJECT: Motion to approve the City Manager's recommendation of Michael Cobelo for the Director of Communications/PIO Position. - **Administration**

CITY MANAGER RECOMMENDATION:
The City Manager recommends the position of Communications Director/PIO be filled with the appointment of Michael Cobelo.

BACKGROUND OF ITEM:
The position opening was posted on the City's website as well as numerous professional association websites. A number of candidates expressed interest in the position.

ANALYSIS:
Mr. Cobelo is a content creator and strategic communications professional with 14 years of experience in disseminating information to large target groups in fast paced, deadline driven environments.

ALTERNATIVES:
Staff will continue to search for a Communications Director/PIO candidate.

ATTACHMENTS:
1. Resume
2. Job Description



MICHAEL COBELO

DIGITAL MARKETER, CONTENT CREATOR & COMMUNICATIONS SPECIALIST

PROFILE

Content creator and strategic communications professional with 14 years of experience in disseminating information to large target groups in fast-paced, deadline-driven environments. Strong multi-tasking skills, with ability to simultaneously manage several projects. Exceptional written and verbal skills. Tech savvy and efficiency focused.

CONTACT

[redacted]

AWARDS & ACCOLADES

- 2017 Suncoast Chapter Emmy Award
- Leadership Fort Lauderdale Class XXVI
- Completed FEMA IS100, FEMA IS700, FEMA G-289

EXPERIENCE

SOUTH FLORIDA PROGRAM LEAD/SENIOR COMMUNICATIONS MANAGER, QUEST CORPORATION OF AMERICA
LAND O'LAKES, FL (REMOTE)

JANUARY 2023-PRESENT

- Oversee daily operations of Quest's South Florida unit, while guiding and directing seven staff members.
- Responsible for meeting strategic goals through business development, proposal writing, and managing more than 40 community outreach projects, spanning from the Florida Keys to the Treasure Coast.
- Project manager for FDOT District 6 districtwide construction communications contract.
- Specifically in charge of directing and guiding the team's execution of public involvement efforts alongside engineering firms, the Florida Department of Transportation, municipalities, and other government agencies to engage with a wide array of stakeholders to provide consistent customer service and information related to large-scale design and construction projects.
- Develop deliverables and ensure quality control related to clients' internal and external newsletters, press releases, marketing collateral, website development and content management, social media content and digital marketing strategies, public meeting and event materials, presentations, public relations, and digital marketing campaign analytics and reporting.
- Additionally, responsible for fostering and maintaining strong relationships with elected and appointed officials, community organizations, businesses, and special interest groups.

COMMUNICATIONS COORDINATOR/PUBLIC INFORMATION OFFICER, CITY OF COOPER CITY
COOPER CITY, FL

JUNE 2021-DECEMBER 2022

- Manage and oversee the City's external and internal communications, handle public and media relations, and execute the duties of Public Information Officer.

- Responsible for content creation and scheduled postings on the City's social media platforms, which include Facebook, Twitter, Instagram, YouTube, and LinkedIn.
- Relied upon to be a self-starter by developing new ideas to reach Cooper City residents via multiple touchpoints.
- Completed the City's transition to a new website and responsible for day-to-day maintenance and updates to the City website.
- Revamped the City's use of its government television channel by creating packages focusing on the City Commission's key action items important to residents and stakeholders, recap videos of Parks and Recreation special events, while also developing human interest profiles and success stories about Cooper City residents.
- Responsibilities focused on shooting, storytelling, editing, and tracking for video purposes, duties also included news gathering and writing for the City's quarterly newsletter mailed to all utility customers along with the production of a weekly e-newsletter mailed out to those within the City's email database.
- During my tenure, the email database grew from 2,100 to 7,600 recipients and consistently reached a 65% open rate on weekly e-newsletters, filled with wide-ranging content including videos, photos, and text.
- The role also included the consistent requirement to produce presentations and articles on behalf of elected officials and the city manager, monthly Zoom Q&A sessions with residents and stakeholders, and updates during commission meetings with progress reports on the City's communications and outreach strategies.

DIRECTOR OF COMMUNICATIONS, GREATER FORT LAUDERDALE CHAMBER OF COMMERCE
FORT LAUDERDALE, FL
JULY 2018-JUNE 2021

- Managed all communications and public/media relations including, but not limited to, newsletters, email marketing, press releases, podcasts, and blogs.
- Oversaw the strategic planning and daily operation of the Chamber's two websites and social media platforms, which include Facebook, Instagram, LinkedIn, Twitter, and YouTube.

- Direct the Chamber's online marketing strategies and campaign budgets to increase awareness of programs and membership benefits.
- Utilized Google and Facebook analytics to optimize the performance of marketing campaigns and to identify media trends.
- During my tenure, social media campaigns generated a 40% boost in new memberships, year-over-year, while collaborating with business development staff.
- Developed reports and presented strategies for positively increasing the Chamber's influence in the community.
- Led the development of a quarterly digital magazine which provided the Chamber and its members with added exposure.
- Responsible for creating, editing, and leveraging content for special events and forums, to engage with business and community leaders, and enhance the Chamber's standing across South Florida.
- Promote the Chamber President & CEO as a subject matter expert and coordinated news interviews and panel discussions, while acting as a spokesperson for the Chamber when necessary.

NEWS PRODUCER, WSVN-TV
NORTH BAY VILLAGE, FL
OCTOBER 2009-JULY 2018

- Started as a news writer and earned multiple promotions before departing as the 5:00 p.m. weekday news producer.
- Wrote news copy, headlines and teases while handling breaking news coverage under pressure and tight deadlines.
- Consistently searched for informational and entertaining content to help compliment local and hard news that filled my respective show, while also pitching stories and content that could help fill other producers' shows.
- Filled in multiple times in supervisory roles and regularly served as an on-call producer to cover breaking news events on short notice.

EDUCATION

BACHELOR OF SCIENCE IN TELECOMMUNICATION
UNIVERSITY OF FLORIDA, GAINESVILLE, FL
MAY 2009
CUM LAUDE

KEY SKILLS

• Strong interpersonal, public speaking, and communication skills • MS Office Suite • Adobe Creative Suite (Photoshop, InDesign, Premier Pro) • Canva • Fluent in Spanish (spoken, written, read) • Proficient with WordPress • Skilled with digital cameras, video production, editing, and scriptwriting

Director of Communications / Public Information Officer

Category: Exempt

Department: Administration

Pay Grade: 121

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

The Director of Communications/Public Information Officer (PIO) leads the strategic vision and implementation of Cooper City's external and internal communications. The Director works closely with senior leadership within the organization as the communications partner on a variety of strategic initiatives. This position is responsible for developing, maintaining, and updating the City's Communications Strategic Plan and reporting measurable results to the City Manager on a frequent basis. The overall goal is to ensure residents and community stakeholders receive accurate, timely and informative communications from the city via owned, shared, and paid media and to make the City a primary source of information. The Director also serves as the brand manager for the organization.

ESSENTIAL JOB FUNCTIONS (examples, not all inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Act as the primary media liaison for the City, including proactive and reactive media relations. PIO may serve as an official spokesperson when designated by the City Manager.
- Devise and implement the communications and marketing strategies, messaging and tools needed to build and preserve the image of the City.
- Manage the City's brand to ensure a cohesive look and consistent message on all materials carrying Cooper City's name and logo.
- Coordinate the distribution of timely, accurate and essential information to residents and other stakeholders via the city's website, social media accounts, newsletters and other forms of communication deemed appropriate.
- Serve as editor and manager of the City's periodical publications, including our quarterly magazine and the State of the City address.
- Actively participate in the planning, promotion and implementation of major Cooper City community events and activities and attend as appropriate.

- Build positive relationships with local businesses, homeowner associations, and local community partners, etc.
- Act as City's coordinator for special initiatives led by Broward County and other municipalities and regional groups, as appropriate.
- Develop communications plans and budgets for the long-term communications strategy of the City.
- Respond and reach out to citizens' groups, individuals and organizations through conferences, correspondences and telephone to provide information to the public.

QUALIFICATIONS

Education and Experience:

- Bachelor's degree in communications, public relations, marketing, telecommunications, English or related field.
- Excellent written and verbal communication skills, specifically including expertise in AP Style.
- At least 5 years of Public Relations/Communications experience with a proven track record in a fast-paced environment.
- Strategic thinker who excels at devising and executing original, creative and innovative ideas.
- Strong organizational skills and ability to handle multiple tasks and meet deadlines.
- Able to excel in a fast-paced environment with changing priorities.
- Able to take a positive team approach to working with government, community and business partners.
- Knowledge of Microsoft Office software, including Word, Excel and PowerPoint
- Knowledge of design software such as Adobe product package or Canva, etc. If not yet acquired skill, ability to learn use of programs on the job.
- Knowledge of various social media platforms and ability to learn the use of back-end website platforms, content management systems, and video editing, etc.
- Ability to respond to common inquiries or complaints from residents or members of the business community.
- Ability to write speeches and articles that conform to a professional style and format.
- Ability to effectively present information to employees, public groups and elected officials.
- Ability to represent the City in a professional, progressive and positive manner.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and pulling of objects and materials of light weight (up to 20 pounds). Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The above job description reflects the general information deemed necessary to convey the primary functions of the job and shall not be construed as a detailed description of all the work requirements inherent to the position.
The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

Acknowledgement:

Signature below constitutes employee's understanding of the requirements, essential functions and duties of the position. Employee is expected to adhere to all policies.

Signature:_____Date:_____

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Administration

DATE: November 14, 2023

SUBJECT: Motion to approve the City Manager's recommendation of Richard Scherle for the Public Works Director Position - **Administration**

CITY MANAGER RECOMMENDATION:
The City Manager recommends the position of Public Works Director be filled with the appointment of Richard Scherle.

BACKGROUND OF ITEM:
The position opening was posted on the City's website as well as numerous professional association websites. A number of candidates expressed interest in the position.

ANALYSIS:
Mr. Scherle is an experienced public administrative professional with an extensive experience in municipal services operations.

ALTERNATIVES:
Staff will continue the search for a Public Works Director candidate.

ATTACHMENTS:
1. Resume
2. Job Description

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	11/03/23 03:36 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/09/23 01:37 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/09/23 01:39 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	11/09/23 02:04 PM
Allen, Tedra	END WORKFLOW - APPROVED		11/09/23 03:07 PM

Richard Scherle, MPA, CPPO

[redacted]

An experienced public administrative professional, operating according to the highest ethical standards.

Education, Certifications, and Associations:

Florida Atlantic University, Boca Raton, FL (2019)
- Master of Public Administration (MPA); 3.98 GPA

Florida Atlantic University, Wilkes Honors College, Jupiter, FL (2008)
- Honors bachelor's degree; Concentration in Economics.

Universal Public Procurement Certification Council (UPPCC) (2023)
- Certified Public Procurement Officer (CPPO)

Bloomberg Harvard City Leadership Program (2020-2021)
- City Leadership Innovation Track Certification

National Incident Management System (FEMA) (2014)
- Series 100.b, 200.b, 700.a, 701.a, 702.a, 703.a, 706, 800.c

Florida Stormwater Association (2015)
- Certified Stormwater Operator, Level 2

Membership in the Following Professional Associations and Societies:
- Pi Alpha Alpha – International Honor Society for Public Administration and Affairs - Member
- American Public Works Association (APWA) - Member
- Florida Stormwater Association (FSA) – Member
- Florida City/County Management Association (FCCMA) – Member, District IV
- Solid Waste Association of North America (SWANA)

Professional Experience:

Municipal Services Operations Manager (D3), City of Boca Raton, FL August 2020 – Present

- Serves as Division Head of all three Operations Divisions of the Municipal Services Department (Facilities, Fleet, Solid Waste) and supports operations sections of Traffic, Coastal Management, Stormwater and Streets Management divisions; develops and directs division work programs, performance goals, SOPs and policies.
- Develops and manages (direct responsibility) $30+ million annual operating budget and $10 million annual CIP budget (combined annual budget of $40+ million); performs revenue forecasting, service fee rate studies and conducts periodic business plan reviews.
- Oversight of operations personnel (99 budgeted employees); approves hiring and promotional decisions, disciplinary actions, and personnel policy decisions within a largely unionized labor environment; evaluates employee performance and handles 'HR' matters with a high degree of confidentiality; develops job descriptions and performs job and

compensation studies; participates in union contract negotiations as part of senior city management team.

- Prepares agenda items, including reports, resolutions, and contracts for City Council approval; works with City Legal Department to develop and review contractual provisions and agreements.
- Public Procurement and Contract Administration: prepares contract specifications and RFPs, RFQs, ITBs, etc. and coordinates with purchasing department; manages professional consultants, service providers and contractors; manages contractors and professional consultants and evaluates their performance; serves on evaluation committees and other advisory committees.
- Manages and writes governmental grants; develops and manages Capital Improvement Projects (CIP); administers interlocal governmental agreements; develops and works through complex organizational initiatives (i.e., organizational restructuring, technical training, staff development, customer service systems, etc.); serves as Acting Municipal Services Director when needed.
- Responds to emergencies as city-wide Operations Liaison; prepares operational emergency management plans; administers city-wide emergency debris contracts; manages damage assessments and FEMA data gathering and reporting for Public Assistance (PA) reimbursements.
- Engages community stakeholders and program end users (i.e., HOAs, resident groups, business owners, customers, etc.) to maintain regular communication and proactively manage services problems or issues; responds to citizen inquiries and resolves escalated customer complaints.
- Serves as Departmental Finance Liaison (DFL) for entire department (budget of over $160 million annually); develops department-wide financial SOPs and policies; extensive experience with ERP software to analyze budgets, create financial reports, create and monitor purchase orders, process work orders, journal entries, budget transfers/amendments (OMB interface), track fixed assets, assist with departmental budget development, etc.

Public Works Director, Town of Lake Park, FL July 2017 – August 2020

- Directed work planning and operations of all Public Works Department Divisions, including facilities maintenance, full-service sanitation, fleet, parks & grounds maintenance, streets & roads, stormwater, and administration with multi-million-dollar budget. Included personnel management (30 employees), emphasizing leadership and team building with a mostly unionized staff (compliance with and negotiation of collective bargaining contracts, staff training and development, evaluations, hiring, disciplinary activities, when necessary, safety, 'HR' matters, etc.).
- Managed and led professional contractual consultants in the areas of stormwater management, roadway/street design and construction, new building construction, and significant infrastructure projects.
- Sustainable stormwater infrastructure management (focus on Green Infrastructure and LID); stormwater master planning; NPDES regulatory compliance and reporting.
- Fiscal Management – Developed, managed, and was directly responsible for departmental budget and business operations for seven distinct divisions (aggregate of $4+ million, with four general fund accounts and three enterprise funds). Tracked revenues and expenditures

to assure adherence to approved budget; performed periodic business plan reviews, service fee reviews, and revenue forecasting for enterprise funds; performed certification of non-ad valorem tax rolls for submittal to tax collector.

- Capital projects and Public Works program management, from planning and development to procurement; to implementation and close-out; regularly worked with and presented to Town Commission to approve contracts and establish priorities. Directly engaged Town Commission during public meetings, and directly engaged with public stakeholders through other venues, such as public workshops (for construction projects, rate changes, ordinance changes, etc.) and public events (Hurricane preparation event, Veteran's Day parade event, Arbor Day Event, and many others).
- Developed grant applications and managed awarded governmental grants (including contract compliance); experience with Community Development Block Grants (CDBG), Public Assistance Grants (FEMA), Florida Department of Environmental Protection grants (FDEP), safety grants, Florida Department of State Division of Historical Resources grants (FL DOS), Florida Department of Transportation Grants (FDOT), Hazard Mitigation Grant Program (HMGP), etc.; successfully obtained $3.5 million HMGP grant from FEMA for the Lake Shore Drive Drainage Project – the largest grant award in the Town's history.
- Emergency Management during hurricanes or other emergencies. Extensive experience with effective debris management and FEMA Public Assistance processes. Served as Operations Liaison and primary point-of-contact between County Emergency Operations Center (EOC) and Town EOC; experience with PBC WEB EOC; represented Town at Palm Beach County emergency management center; coordinated table-top exercises and developed long-term hazard mitigation strategies to lessen risk to public and private property.
- Prepared Agenda Items and Town Resolutions (which underwent legal and Commission review), prepared analysis for all Public Works agenda items for Commission meetings and presented analysis in the context of public meetings; conducted research and wrote reports, emphasizing data-driven decision making.
- Chairman of Stormwater Policy Steering Committee, town-wide Safety Committee, and served advisory role to other resident-based committees as needed (i.e., Tree Board); served direct role in establishing various committees by town resolution and ordinance; completed first town stormwater master plan in over 20 years utilizing progressive techniques such as Green Infrastructure and LID.
- Governmental procurement and contract administration – assembled, issued, and managed public solicitations, including ITBs, RFQs, RFPs, etc.; prepared contract specifications, assembled and managed contracts according to governmental purchasing rules and requirements, including contract oversight. Managed evaluation committees, award notifications, and if they arose, handled disputes and resolution. Knowledge of procurement statutes, including Consultants' Competitive Negotiation Act (CCNA), and managed a range of professional consultant contracts (engineering, planning, design management, etc.).
- Citizen and customer complaint resolution, with emphasis on conflict de-escalation (which requires respect, listening, and genuine concern for representing the Town in a positive way).
- Worked with Town Manager on a range of other items as needed, including economic redevelopment and revitalization, transit solutions, CRA matters, intergovernmental

coordination and relations, and community engagement; represented Town at various professional conferences and association meetings.

Operations Manager, Town of Lake Park, FL October 2015 – July 2017

- Managed departmental workflows (i.e., received, generated, and followed through on work orders from the public and other Town Departments) with direct responsibility for program outcomes, with focus on personnel production and high levels of customer service and responsiveness.
- Budget development and tracking; prepared budgets for the following divisions: Facility Maintenance, Vehicle Maintenance, Grounds Maintenance, and Administration; played integral role in capital improvement planning and program implementation.
- Oversight of all AFL-CIO union operations staff, including division foremen and supervisors.
- Managed all aspects of public facilities, including but not limited to HVAC, security infrastructure, building envelopes (roofing, doors, floors, and windows), and electrical, mechanical and plumbing routine maintenance.
- Maintained safe and efficient operations (safety training and inspections, accident investigations, etc.); investigated accidents, identified and tracked incident trends if they occurred (to develop solutions to stop them), and tailored safety training for personnel. Managed one of the lowest worker's compensation MOD numbers in Palm Beach County (0.72), thereby saving the Town from unnecessary insurance expenditures.
- Responsible for Public Assistance (PA) processes for FEMA reimbursements and data gathering.
- Governmental procurement; built public solicitations (RFP, ITB, RFQ, etc.) Organized and participated in evaluation committees; presented items to Commissioners in public meetings; administered contracts in coordination with Director of Public Works.
- Customer complaint resolution; resolved escalations with care and concern.

Assistant to Director of Public Works, Town of Lake Park, FL December 2013 – October 2015

- Supported Public Works Director with management of department and achievement of departmental goals and objectives.
- Operations liaison between Director and all departmental foremen and contractors; supervised daily activities (workflow tracking and scheduling); handled human resource issues with care and a high degree of confidentiality.
- Customer service; served as first point of contact between citizens and the entire Department.
- Prepared A/P for Finance Department, tracked fixed assets and processed various financial documentation such as budget transfers, rebudgets, and journal entries.
- Prepared payroll for departmental personnel.
- Interdepartmental coordination and communications; worked with other Town departments to reach town-wide goals and fulfill departmental obligations.
- Assisted foremen with obtaining quotes, bids, etc. for various types of products and services.

Operations Manager, SouthEast Setup, Inc., Boynton Beach, FL December 2008 - December 2013

- Logistics management (shipping, warehousing, job scheduling, materials sourcing and procurement, quality control of work performed, real-time job completion reporting to customers, etc.) for private construction company.
- Client outreach and maintenance.
- Reduced operating costs by accelerating adoption of technology to capture efficiencies, such as introduction of IVR and mobile intranet systems for internal team coordination.
- Recruited and trained personnel; served as human resource manager in the areas of safety, employee policy, recruitment, retention, and solicitation of new professional trades workers.
- Project management ($1 million to $5 million projects)
- Inventory management.
- Payroll.

COOPER CITY, FLORIDA
CLASS DESCRIPTION

CLASSIFICATION TITLE: PUBLIC WORKS DIRECTOR

GENERAL DESCRIPTION OF DUTIES

Highly responsible administrative work directing and overseeing the operations of the Public Works Department. Work areas include, but are not necessarily limited to, fleet management, parks and landscape maintenance, roads and grounds maintenance, facilities construction and maintenance, capital improvements and emergency management. Work is performed under the general direction of the City Manager.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Plans, evaluates and directs departmental policies, programs and operations through division supervisors.
- Directs the preparation and implementation of department budget and makes procedural and operational recommendations to City Manager.
- Plans and directs the activities involved in property maintenance, parks maintenance, roadway improvement projects and fleet services divisions.
- Coordinates work activities and programs of the department with other City programs and projects.
- Evaluates division activities through review of work plans, conferences and inspections; adjusts procedures and operations accordingly.
- Serves as advisor to the City Manager and the City Commission regarding all public works programs.

ADDITIONAL FUNCTIONS

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs related duties as directed.

KNOWLEDGE, SKILLS, & ABILITIES

- Knowledge of all phases of the Public Works function, e.g., parks and grounds maintenance, roadways improvement, facilities construction and maintenance, sustainability, environmental protection, fleet management.

- Knowledge of effective budgetary management principles as related to the allocation of resources, e.g., personnel, financial, equipment.
- Ability to effectively operate and utilize modern office technologies, such as computers, standard software applications, and associated peripheral equipment.
- Ability to plan, direct, and coordinate a wide range of public works systems and activities.

- Ability to direct the activities of a large and diverse workforce through divisional supervisors.

- Ability to create a positive image to the public relative to public works programs.

- Ability to effectively communicate in both oral and written formats.

EDUCATION & EXPERIENCE

Bachelor's degree in Public Administration, Engineering, Parks Management or related field. Seven (7) years supervisory and managerial experience that provides broad practical and technical exposure in all phases of municipal public works; or an equivalent combination of education, training and experience.

PHYSICAL REQUIREMENTS

Tasks involve the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation. Work is performed in usual office conditions but may involve outdoor exposure to disagreeable environmental factors such as heat, rain, wind, and humidity.

Acknowledgement:

Signature below constitutes employee's understanding of the requirements, essential functions and duties of the position. Employee is expected to adhere to all policies.

Signature: _____ Date: _____

The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 23-29 (Administration)**

DATE: November 14, 2023

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, PRE-APPROVING AND DESIGNATING CERTAIN QUALIFIED CITY ADMINISTRATIVE OFFICERS THAT THE CITY MANAGER IS AUTHORIZED TO APPOINT TO SERVE AS ACTING CITY MANAGER PURSUANT TO SECTION 4.01(3) OF THE CITY CHARTER; LIMITING THE PRE-APPROVAL OF EMPLOYEES SET FORTH HEREIN THROUGH JANUARY 15, 2025; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager is requesting a discussion of possible action to approve Resolution 23-29 to pre-approve and designate certain qualified City Administrative Officers to serve as Acting City Manager.

BACKGROUND OF ITEM:
At the October 24th City Commission meeting, the City Manager and City Commission discussed the topic of when the manager needs to name someone temporarily as acting City Manager in his absence, and there was general consensus to develop a resolution to allow this process to occur in a more streamlined manner.

ANALYSIS:
Pursuant to Sec. 4.01(3) of the City Charter the City Manager is authorized to designate a qualified City Administrative officer to serve as the acting City Manager during the City Manager's temporary absence. The adoption of this resolution will provide greater efficiency to the appointment of an acting City Manager by approving and designating certain qualified city employees who are authorized to serve in such capacity. The City Manager shall still be required to notify the City Commission in writing of any absence from the City in accordance with Sec. 4.01(3) of the City Charter.

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
N/A

ALTERNATIVES:
Do not adopt Resolution 23-29

ATTACHMENTS:
1. Resolution 23-29

RESOLUTION NO. 23-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, PRE-APPROVING AND DESIGNATING CERTAIN QUALIFIED CITY ADMINISTRATIVE OFFICERS THAT THE CITY MANAGER IS AUTHORIZED TO APPOINT TO SERVE AS ACTING CITY MANAGER PURSUANT TO SECTION 4.01(3) OF THE CITY CHARTER; LIMITING THE PRE-APPROVAL OF EMPLOYEES SET FORTH HEREIN THROUGH JANUARY 15, 2025; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sec. 4.01(3) of the City Charter authorizes the City Manager to designate a qualified city administrative officer to serve as the acting city manager during the City Manager's temporary absence, subject to the approval of the City Commission; and

WHEREAS, the City Commission seeks to provide greater efficiency to the appointment of an acting city manager by pre-approving and designating certain qualified city employees who are authorized to serve in such capacity during the City Manager's temporary absence; and

WHEREAS, notwithstanding the pre-approval of certain City employees, as set forth in this resolution, the City Manager shall still be required to notify the City Commission in writing of any absence from the City in accordance with Sec. 4.01(3) of the City Charter; and

WHEREAS, the City Commission further seeks to limit the pre-approval set forth in this resolution through January 15, 2025; and

WHEREAS, the City Commission finds that pre-approving and designating certain qualified city employees as authorized to serve as acting city manager during the City Manager's temporary absence from the City 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: That the following qualified City administrative officers are hereby pre-approved and designated by the City Commission to be appointed by the City Manager to serve as acting city manager pursuant to Sec. 4.01(3) of the City Charter:

Carlos Vega, Community Development Director

Raj Verma, Utility Director / City Engineer

Section 3. That the City Manager shall still be required to notify the City Commission in writing of any absence from the City and appointment of an acting city manager pursuant to Sec. 4.01(3) of this City Charter and this resolution. Further, the City Commission finds that the pre-approval and designation of the individuals set forth in Section 2 shall remain in effect through January 15, 2025.

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

Section 5. **Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction,

then said holding shall in no way affect the validity of the remaining portions of this resolution.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, A.D., 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, CMC
City Clerk

ROLL CALL

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

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: Ordinance No. 23 -24 - **(Finance)**

DATE: November 14, 2023

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023 ; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

CITY MANAGER RECOMMENDATION:
The City Manager recommends the approval of Ordinance 23-24, amending the Adopted Budget for fiscal year 2023-24.

BACKGROUND OF ITEM:
In accordance with the City's Code, at the end of each fiscal year staff prepares a list of Purchase Orders that have not been fully liquidated and needs to be rolled to the new fiscal year. This year Finance is recommending the rollover of only Capital item Purchase Orders with previously budgeted remaining amounts.

ANALYSIS:
Capital purchases/projects usually are multiyear. The total budget for the capital item is allocated at the beginning of the project and purchase orders are issued. At the end of the fiscal year the remaining funds on these purchase orders needs to be roll over to allow for the continuation of the project.

FISCAL IMPACT:
The fiscal year 2023-2024 adopted Budget will be increased by **$5,166,606.03.**

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
General Fund – 001 multiple accounts (see attached)		$229,911.38	
450-910-564700-533		$8,920.00	
Capital Projects Fund – 300 multiple accounts (see attached)		$846,829.57	
Water & Sewer CIP – 453 multiple accounts (see attached		$4,080,945.08	

ATTACHMENTS:

1. Ordinance No. 2023-24
2. Exhibit A -FY 23 Purchase Order Rollover – Capital Items only

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	10/30/23 02:05 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/02/23 03:40 PM
Allen, Tedra	Assigned to City Manager	Route to Attorney	11/02/23 03:41 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/07/23 04:32 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/08/23 08:57 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	11/08/23 04:22 PM
Allen, Tedra	END WORKFLOW - APPROVED		11/09/23 10:34 AM

ORDINANCE NO. 2023-24

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance No. 2023-20, thereby adopting a budget for the Fiscal Year 2023-2024; and

WHEREAS, certain revisions to the Fiscal Year 2023-2024 budget are now necessary, in accordance with Section 166.241, F.S.; and

WHEREAS, City Staff has reviewed the proposed amendments to the Fiscal Year 2023-2024 budget, and recommends the adoption of the same by the City Commission; and

WHEREAS, the City Commission has reviewed the proposed budget amendments set forth in Exhibit "A" and finds the adoption thereof to be in the best interests of the citizens and residents of the City of Cooper City, Florida.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City hereby amends Ordinance No. 2023-20 as provided in the Amended Budget for the Fiscal Year 2023-2024, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

Section 3. The provisions of this ordinance shall not be deemed to be a limitation on the powers granted to the City Commission by the City Charter, which relates to the fiscal management of the City's funds.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force or effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGEHAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2023.

PASSED AND FINAL ADOPTION on Second Reading this __ day of ___ _____, 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

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

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

Capital Projects Purchase Order rollover to FY 2024

Project/ PO #	General Ledger Account	Vendor	Description	Project/ PO Amount	Remaining Balance	Note
DEPARTMENTAL						
2023-8427	001-314-564700-564	Burkhard's Tractor & Equipment	7X14' Trailer	6,780.00	6,780.00	
2022-8221	001-314-564400-572	Duval Ford	2023 Ford F350	55,000.00	55,000.00	Additional $470 to ARPA
2022-8222	001-317-564400-564	Duval Ford	2023 Ford F350	53,333.00	53,333.00	Additional $5,577 to ARPA
2023-8377	001-510-564700-521	Redmont Sign LLC DBA Stewart	LED Monument Signs	109,950.94	109,950.94	
2023-8444	001-140-564200-513	WRK LAB, Inc.	Office Furniture	4,847.44	4,847.44	
FUND 450					**$ 229,911.38**	
2023-8437	450-910-564700-533	Utility Technologies LLC	Water Fill Up Station	8,920.00	8,920.00	
					$ 8,920.00	
FUND 300						
2023-8425	300-314-572780-563-23003	Fast-Dry Courts, Inc	P&T Court Resurfacing (8)	72,514.87	72,514.87	
2023-8430	300-314-572310-563-23001	Finish Line Maintenance Service	Paint Pickleball Court-Fardelmann	3,895.00	1,947.50	Pickleball Court Upgrade
2023-8431	300-314-572310-563-23001	Most Dependable Fountains, Inc.	ADA Shower	9,430.00	9,430.00	Pickleball Court Upgrade
2023-8359	300-314-563310-572-18030	Playcore Wisconsin, Inc.	Bill Lips Playground Equipment	46,886.20	46,886.20	
2023-8426	300-710-563340-572-18049	Weekley Asphalt Paving, Inc.	P&T Parking Lot Resurface	66,051.00	66,051.00	
PW006	300-314-563110-572-PW006		SFSC Backstop & Dugout Fence	50,000.00	50,000.00	
PW009	300-314-564700-572-PW009		Small Playground Replacement	200,000.00	200,000.00	
23002	300-314-572310-563-23002		Landscape Beautification	400,000.00	400,000.00	
					$ 846,829.57	
FUND 453						
14003	453-910-563610-533-14003	Flamingo Gardens Svc Lines Replacement		236,617.50	236,617.50	Same as FY22 rollover to FY23. No FY24 Budget
WS002	453-911-563422-533-WS002	Water Treatment Plant Rehab		1,296,569.85	1,291,484.50	Took 4% rate increase from FY24 Budget
	453-911-563429-533	Rehab of Water Supply Wells		208,635.00	194,318.40	$200K FY24 Budget
WS004	453-930-563150-535-WS004	Lift Station Rehab		443,767.15	27,802.05	$300K FY24 Budget
18035	453-930-563432-535-18035	Pump Station Rehab		1,123,854.37	1,110,650.00	$500K FY24 Budget
WS003	453-930-563610-535-WS003	Gravity Sewer Improvements		752,872.00	700,477.03	$500K FY24 Budget
23005	453-950-536433-563-23005	Water & Sewer Master Plan		600,000.00	519,595.60	No FY24 Budget
					$ 4,080,945.08	
Note: Does <u>not</u> include ARPA Projects			**Total Fiscal Impact**		**$ 5,166,606.03**	

CITY OF COOPER CITY

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY MANAGER

VIA:

FROM: CFO DATE: 11/13/2023

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	Non-Departmental	Administration
Account Description	Contingency	Salaries-Regular
Account Number	001-190-599000-519	001-110-512100-512
Amount to be Transferred ($)	$23,901.00	$23,901.00

This Transaction	All Funds Cumulative FY 23 YTD	2.5% Limit Based on FY 23 Adopted Budget
$23,901.00	$1,265,263	$2,150,867

REASON:

To balance over budget Administration Department. This department went $23,900.10 over budget primarily due to the payout to the previous city manager upon his departure.

Total appropriations of this fund is NOT changed by this budget amendment.

All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

Meeting Date: 11/14/2023 Item #23.

Fund 001 - GENERAL FUND		END BALANCE 09/30/2022	2022-23 ORIGINAL	2022-23 AMENDED	ACTIVITY FOR MONTH 09/30/23	YTD BALANCE 09/30/2023	UNENCUMBERED	
GL NUMBER	DESCRIPTION	NORM (ABNORM)	BUDGET	BUDGET	INCR (DECR)	NORM (ABNORM)	BALANCE	% BDGT USED
Dept 110 - ADMINISTRATION								
001-110-512100-512	SALARIES-REGULAR	316,626.96	348,537.00	348,537.00	38,797.78	443,581.98	(95,044.98)	127.27
001-110-514000-512	SALARIES-OVERTIME	159.43	750.00	750.00	99.63	2,358.52	(1,608.52)	314.47
001-110-515600-512	SPECIAL PAY-CAR ALLOWANCE	7,199.92	6,994.00	6,994.00	182.07	4,578.63	2,415.37	65.47
001-110-515700-512	SPECIAL PAY-CELL PHONE	840.06	840.00	840.00	32.31	436.19	403.81	51.93
001-110-521100-000	BENEFITS-FICA	18,750.87	26,663.00	26,663.00	2,920.27	29,371.63	(2,708.63)	110.16
001-110-521200-000	BENEFITS-RETIREMENT	34,476.91	88,136.00	88,136.00	3,450.65	42,763.64	45,372.36	48.52
001-110-521300-000	BENEFITS-GROUP INSURANCE	76,197.94	82,084.00	82,084.00	4,197.94	58,926.55	23,157.45	71.79
001-110-521400-000	BENEFITS-WORKERS COMPENSATION	149.59	212.00	212.00	17.93	287.69	(75.69)	135.70
001-110-531100-512	PROFESSIONAL SERVICES	54,995.00	50,000.00	50,000.00	0.00	37,440.00	12,560.00	74.88
001-110-531190-512	PROFESSIONAL SERVICES-MISCELLANEOUS	19,500.00	6,000.00	40,250.00	0.00	42,000.00	(1,750.00)	104.35
001-110-532401-512	TRAVEL & PER DIEM	0.00	2,060.00	2,060.00	458.44	2,945.19	(885.19)	142.97
001-110-532481-512	PUBLIC RELATIONS	8,157.38	14,076.00	14,076.00	0.00	9,210.63	4,865.37	65.43
001-110-532482-512	ANNUAL EVENTS	4,588.60	1,000.00	1,000.00	0.00	1,030.27	(30.27)	103.03
001-110-532491-512	EDUCATION & REGISTRATION	219.29	1,150.00	1,150.00	0.00	5,179.26	(4,029.26)	450.37
001-110-532541-512	BOOKS & PUBLICATIONS	18.97	260.00	260.00	15.99	272.56	(12.56)	104.83
001-110-532542-512	DUES & MEMBERSHIPS	584.89	3,200.00	3,200.00	916.00	3,076.86	123.14	96.15
001-110-534410-512	MAINTENANCE-CONTRACTS	18,340.34	20,675.00	20,675.00	200.89	24,084.32	(3,409.32)	116.49
001-110-535110-512	SUPPLIES-OFFICE	1,728.29	1,500.00	1,500.00	53.20	2,858.23	(1,358.23)	190.55
001-110-535170-512	POSTAGE	12,729.33	13,750.00	13,750.00	0.00	13,996.68	(246.68)	101.79
001-110-535210-512	SUPPLIES-UNIFORMS	111.77	450.00	450.00	0.00	644.31	(194.31)	143.18
001-110-564300-512	EQUIPMENT & MACHINERY-COMPUTERS	1,200.00	350.00	350.00	1,548.99	1,793.96	(1,443.96)	512.56
Net - Dept 110 - ADMINISTRATION		(579,108.33)	(668,687.00)	(702,937.00)	(52,892.09)	(726,837.10)	(23,900.10)	103.40%
Dept 190 - NONDEPARTMENTAL								
001-190-521201-000	BENEFITS-RETIREMENT (RETIREES)	29,399.56	32,234.00	32,234.00	1,820.42	23,341.95	8,892.05	72.41
001-190-521301-000	BENEFITS-GROUP INSURANCE (RETIREES)	275,682.17	315,000.00	315,000.00	7,609.97	270,183.55	44,816.45	85.77
001-190-521500-000	BENEFITS-UNEMPLOYMENT COMPENSATION	1,390.00	2,500.00	2,500.00	0.00	(851.17)	3,351.17	(34.05)
001-190-531190-519	PROFESSIONAL SERVICES-MISCELLANEOUS	16,304.56	22,995.00	22,995.00	792.00	13,204.58	9,790.42	57.42
001-190-532405-519	TRAVEL - TOLLS	0.00	0.00	0.00	60.18	60.18	(60.18)	100.00
001-190-532481-519	PUBLIC RELATIONS	0.00	0.00	0.00	54.21	179.21	(179.21)	100.00
001-190-532492-519	ADVERTISING	2,700.00	2,700.00	2,700.00	0.00	2,727.00	(27.00)	101.00
001-190-533411-519	UTILITIES-TELEPHONE, INTERNET, CABLE	90,323.44	87,766.00	87,766.00	1,875.49	77,509.24	10,256.76	88.31
001-190-533431-519	UTILITIES-ELECTRICITY	18,082.31	18,000.00	18,000.00	2,319.55	23,974.00	(5,974.00)	133.19
001-190-533432-519	UTILITIES-WATER & SEWER	4,104.77	4,500.00	4,500.00	167.30	5,041.13	(541.13)	112.03
001-190-534410-519	MAINTENANCE-CONTRACTS	39,099.08	43,163.00	43,163.00	6,151.65	48,300.59	(5,137.59)	111.90
001-190-535110-519	SUPPLIES-OFFICE	349.56	150.00	150.00	0.00	199.25	(49.25)	132.83
001-190-535170-519	POSTAGE	17,656.99	12,500.00	12,500.00	725.61	11,775.59	(7,658.04)	161.26
001-190-593103-581	GENERAL GOV'T TRANSFER TO ROAD & BRIDGE	706,530.00	351,707.00	351,707.00	29,308.92	351,707.04	(0.04)	100.00
001-190-593300-581	GENERAL GOV'T TRANSFER TO CAPITAL PROJ	270,604.04	800,491.00	800,491.00	66,707.58	800,490.96	0.04	100.00
001-190-599000-519	CONTINGENCY	0.00	504,237.00	426,642.48	(8,027.79)	0.00	426,642.48	0.00
Net - Dept 190 - NONDEPARTMENTAL		(1,577,249.56)	(2,197,943.00)	(2,120,348.48)	(109,565.09)	(1,627,843.10)	484,122.93	77%

CITY OF COOPER CITY

MEMORANDUM NO. 2022-003

TO: Mayor Greg Ross
Members of the City Commission

CC: Joseph Napoli, City Manager
Aaron Kendrick, Finance Director

FROM: Jacob G. Horowitz, City Attorney JGH

DATE: March 3, 2022

RE: City of Cooper City ("City") / Attorney General Opinion – Budget Amendments

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On February 15, 2022, the Attorney General's Office issued an informal legal opinion[1] (the "Opinion") to the City examining several issues associated with general budget amendment procedures and fund transfers. In response to the Opinion, the City Attorney's Office ("CAO") has received a number of questions regarding the City's fund transfer / budget amendment practices as well as the practical implications of the AG's analysis.

After reviewing the City Charter and the Code of Ordinances in the context of the Opinion, it is the CAO's understanding that the City Administration has performed in accordance with the procedures established by the City Commission and that the City's financial practices are generally compliant with state law and the AG's analysis. This memorandum includes a further analysis of these Charter and Code provisions, along with certain recommendations based on the Opinion.

I. ATTORNEY GENERAL OPINION

The Opinion specifically examines the following provision of Section 166.241, F.S.:

> (7) The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year as follows:

[1] This City Attorney's Office requested a "formal" opinion of the Attorney General's Office; however, the AG's office makes the independent determination as to whether to issue a "formal" or an "informal" opinion. Informal opinions generally address questions of limited application, as opposed to questions of law that are of a statewide concern. Opinions of the Attorney General serve to provide legal advice on questions of statutory interpretation. Opinions of the Attorney General are not law. Both informal and formal opinions are only advisory in nature, and they are not binding in a court of law.

> (a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed.
>
> (b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed.
>
> (c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter.

The Opinion concludes that, with reference to Section 166.241, F.S., any transfer of funds within a budget is a budget amendment. Further, if such transfer of funds results in a change in the total appropriations of a fund, as defined in the Uniform Accounting System, then the City Commission must approve the amendment in the same manner as the original budget (i.e. an ordinance), unless validly specified otherwise in the City Charter.

The City posed two (2) distinct questions which specifically consider the transfer of money within a fund that does not contemplate the change in the total appropriations of the fund[2]. The AG opined, in accordance with Section 166.241, F.S., as follows:

> [a]ny transfer of money from one account, line item, or city department to another which occurs within the same fund constitutes a budget amendment, but approving such an amendment would not require the budget adoption procedures referenced in Section 166.241(7)(C). On the other hand, any transfer of money from one account, line item, or city department to an account, line item, or department in a different fund would result in a change in the total appropriations of both funds, requiring approval by the governing body by using formal budget adoption procedures referenced in Sec. 166.241(7)(C), F.S.

In other words, an ordinance, the mechanism by which the City Commission approves the budget during its public hearings each September, is not legally required to amend the budget during the fiscal year when such an amendment would increase or decrease the expenditures within a fund so long as the total appropriations of the fund is not changed. While an ordinance is not required, a motion to amend the budget during the fiscal year is legally appropriate unless the City Commission, in accordance with Section 166.241(7)(b), F.S., has established procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund have not changed. The City Commission has established several procedures in accordance with this provision.

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[2] The City asked whether the transfer of money from one account or line item to another *within* a city department without changing the total appropriation of that department constitute a budget amendment pursuant to Section 166.241, F.S. The City also asked whether the transfer of money from one account or line item *between* city departments without changing the total appropriations of the fund which includes both departments constitutes a budget amendment pursuant to Sec. 166.241, F.S.

II. CITY CHARTER

The City Charter contains certain provisions which contemplate and establish procedures for the adoption and amendment of the City's annual budget. In light of the AG's Opinion, the City Attorney's Office has examined whether these provisions are in conflict with Section 166.241, F.S.[3] For the reasons set forth herein, the CAO has determined that the City Charter is not in conflict with state law.

Section 5.11 of the City Charter, regulating appropriation amendments, expressly provides, as follows:

> (1) The city manager shall report promptly to the city commission concerning the probability of funds in excess of appropriations or the probability of funds insufficient to cover appropriations, together with recommendations for suitable action.
>
> (2) If during the fiscal year the Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the commission by ordinance may make supplemental appropriations for the year up to the amount of such excess.
>
> (3) If at any time during the fiscal year it appears probable to the Manager that the revenues available will be insufficient to meet the amount appropriated, the manager shall report to the commission without delay, indicating the estimated amount of the deficit, any remedial action taken and recommendations as to any other steps to be taken. The commission shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.
>
> (4) The city manager may transfer funds within a department, and may transfer funds between departments up to 2.5% of the then existing current budget on a cumulative basis. Any interdepartmental transfers beyond the 2.5% cap must be approved by the city commission. Any transfers which would increase the total appropriation for the then current fiscal year must be approved by the city commission.
>
> (5) No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be

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[3] The Opinion cites the correct legal standard for determining whether a local charter provision or ordinance is in conflict with state law. Specifically, 1) when the controlling law directs how a thing shall be done that is, in effect, a prohibition against its being done in any other way; and 2) that local provisions on a subject are deemed to conflict with state law on the same subject if complying with one provision necessarily violates another. See *Alsop v. Pierce*, 19 So.2d 799, 806-806 (Fla. 1944) and *Sarasota Alliance for Fair Elections, Inc. v. Browning*, 28 So.3d 880,888 (Fla. 2010).

> appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.
>
> (6) To meet a public emergency affecting life, health, property or the public peace, the commission may make emergency appropriations. Such appropriations may be made by emergency ordinance.

The City specifically asked the Attorney General's Office to examine whether Sec. 5.11(4), referenced above, conflicts with state law. This provision of the City Charter was approved by the electorate at a referendum election in November 2002. The operative provision of Section 166.241, F.S., as cited above, was enacted by the Legislature in 2004. In 2002, the statute was silent as to authorizing a budget officer or city manager to amend a municipal budget. Section 166.021(1), F.S., however, authorized the City to "exercise any power for municipal purposes, except when expressly prohibited by law."

Since the City was not expressly prohibited from enacting a charter provision such as Sec. 5.11(4), this provision was consistent with state law in 2002 and was legally valid upon adoption and approval by the electorate. Moreover, this provision remains consistent with the City Commission's authority to establish procedures to amend the City's annual budget so long as the total appropriations of a fund does not change; and Section 5.11 does not directly conflict with the current version of Section 166.241, F.S.

In other words, consistent with Section 166.241(7)(b), F.S., and Sec. 5.11 of the City Charter, the City Manager, as the City's designated budget officer, is authorized to transfer funds between departments up to 2.5% of the then existing current budget on a cumulative basis. However, in accordance with Section 166.241(7)(b), F.S., the City Manager may not unilaterally approve any transfers of funds between departments, irrespective of the amount, which results in a change to the total appropriation of the fund. Furthermore, any transfer of funds pursuant to Sec. 5.11 of the City Charter is considered a budget amendment; and, in accordance with Section 166.241(8), F.S., must be posted on the City's website within five (5) days after adoption and must remain on the website for at least two (2) years.

III. CODE OF ORDINANCES

A. In General

There are several provisions of the City's Code of Ordinances which contemplate budget-related procedures, including the transfer of funds. In general, these provisions are consistent with the City Commission's authority to establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund are not changed.

Any provision of the City Code or other policy which authorizes the City Manager, or the manager's designee, to implement a fund transfer that would result in the change to the total appropriation of a fund is in legal conflict with Section 166.241(7), F.S., and is legally

unenforceable. While any transfer of funds within or between departments is considered a budget amendment, a transfer that would change the total appropriation of a fund is an amendment that must be adopted by ordinance pursuant to Section 166.241(7)(c), F.S.

As referenced in the Opinion, all fund transfers, irrespective of the manner of implementation, are legally considered budget amendments and subject to the requirements of Section 166.241(8), F.S., pertaining to notification and website posting.

As previously noted, Section 166.241(7)(b), F.S., authorizes the City Commission to establish procedures by which a budget officer may authorize budget amendments so long as the total appropriations of a fund are not changed. The statute does not specify the form or content of such procedures or the manner in which they must be adopted.

There are currently a number of budget and appropriation-related code provisions which are consistent with Section 166.241(7)(b), F.S.. To the extent that the City's Code of Ordinances contain established procedures consistent with this provision, these ordinances are within the policymaking purview of the City Commission and may be further amended by the commission by ordinance[4].

B. Code Provisions

> Sec. 2-206. Appropriations for outstanding purchase orders.
>
> A duly authorized appropriation of any given fiscal year shall continue to be a valid appropriation of a subsequent fiscal year, without appropriation or inclusion in the later year's budget, providing that the expenditure pursuant to such appropriation has been authorized by the city commission or a properly executed purchase order is outstanding at the end of the fiscal year of the original appropriation. Authority to complete such purchase and expenditure is hereby granted and in the event the expenditure is not completed after a reasonable period of time, the city manager is authorized and directed to cancel and close out the unexpended balance of the appropriation. The city manager, or his/her designee, shall provide a report to the city commission in August and in September detailing all duly authorized appropriations that will be rolled forward into the next fiscal year pursuant to this section.

This provision authorizes the "roll-over" of appropriations from one fiscal year to a subsequent fiscal year. While this provision is not directly in conflict with Sec. 166.241, F.S., or the Opinion; to the extent that it authorizes the City Manager to "cancel and close out" the unexpended balance of an appropriation, such action may require a budget amendment pursuant to the statute.

[4] Any budget-related procedures set forth in the City Charter, including Section 5.11, to the extent that they are not in conflict with state law, may only be amended by a referendum approved by the electorate.

Sec. 2-209. - Transfer of funds.

(a) The City Manager shall publicly notify the City Commission of all transfers of any funds in excess of $10,000.00, or any series of transfers for the same purpose if the aggregate amount of said transfers would be in excess of $10,000.00, between accounts within departments or between departments pursuant to Section 5.11(4) prior to implementing such fund transfers. In the event that a fund transfer is necessary to protect the health, safety and welfare of the City or its residents, the City Manager may immediately implement such fund transfer and publicly notify the City Commission at the next City Commission meeting.

(b) Notification shall be made in written form and shall be included as an item placed on the agenda of a Commission meeting. At a minimum, the following details shall be included on the written notification, (i) the amount being transferred, (ii) the purpose of the transfer, (iii) disclosure of the original budget purpose of the funds being transferred, and (iv) and aggregate total of all funds subject to the two and one-half percent cap, which were transferred to date.

This section requires the City Manager to publicly notify the City Commission of all transfers in excess of $10,000.00. These procedures established by the City Commission are consistent with Section 166.241(7)(b), F.S.; and the City Manager is legally authorized to transfer funds pursuant to this section. Note, however, that such transfers are considered amendments to the City's budget, and must also follow the procedures set forth in Section 166.241(8), F.S.

Section 2-222. Special Projects Account

(a) *Created.* There is hereby created a "special projects account" within the city's general operating budget, such account to be used exclusively for the acquisition of capital equipment and the construction of capital improvements, with prior approval of the city commission.

(b) *Transfers.* Transfers shall be made into the special projects account in the form of a line item change which shall be, approved in writing by the city manager. Such line items changes shall be made to transfer the balances from approved governmental funds into the special projects account.

(c) *Disbursements.* Disbursements may be made from the special projects account for necessary capital acquisitions and improvements by the city manager, after he has obtained approval of the acquisition or project from the city commission.

Any balance remaining in the special projects account shall accrue as a surplus amount in the general operating fund.

This provision expressly authorizes the City Manager to transfer funds within the General Fund to fund a "special projects account." Any funds transferred by the manager pursuant to the procedures established in this section are subject to Section 166.241, F.S. In other words, the manager's authority to transfer funds pursuant to this section would constitute a budget amendment and is limited to those transfers which do not result in a change to the total appropriation of the fund.

IV. CONCLUSION

The Opinion of the Attorney General's Office is clear and unequivocal. Any transfer of money from one account to another, within or between City departments, is considered a budget amendment in accordance with Section 166.241(7), F.S. If such a transfer does not change the total appropriation of the fund, the amendment may be implemented by the City Commission by motion, or by a designated budget officer (i.e. the City Manager) in the event that the commission has established procedures authorizing such an amendment. All other amendments to the City's budget must be adopted by the City Commission, by ordinance.

This memorandum references several Charter and Code provisions which establish procedures authorizing certain budget amendments by the City Manager. Any budget amendment implemented by the City Manager pursuant to these established procedures is subject to the limitations set forth in Section 166.241(7), F.S. Further, to the extent that any provisions of the Charter or Code authorize fund transfers or budget amendments in conflict with Section 166.241(7), F.S., these provisions are legally unenforceable to the extent of such conflicts. These limitations would apply to all applicable Charter and Code provisions, as well as all financial integrity principles, policies and other regulations which govern the City's budget or the transfer of public funds.

All budget amendments, irrespective of the form or content, are subject to Section 166.241(8), F.S., and must be posted on the City's website within five (5) days of adoption and must remain on the website for at least two (2) years.

Based on the foregoing and the CAO's understanding of the City's financial procedures, it is our opinion that the City's practices are generally compliant with Section 166.241, F.S. and the procedures established by the City Commission. Since the Opinion concludes that any transfer of funds within and between departments are considered budget amendments pursuant to the statute, the CAO recommends that such transfers follow the procedures set forth in Section 166.241(8), F.S.

Please contact our office if there is any additional information that we can provide.

CITY OF COOPER CITY

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY MANAGER

VIA:

FROM: CFO DATE: 11/13/2023

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	Tree Trust	Tree Trust
Account Description	Fund Balance	Appropriation from Fund Balance
Account Number	108-000-271000-000	108-000-386980-386
Amount to be Transferred ($)	$51,919.00	$51,919.00

This Transaction	All Funds Cumulative FY 23 YTD	2.5% Limit Based on FY 23 Adopted Budget
$51,919.00	$1,293,281	$2,150,867

REASON:

To balance over budget Fund 108 Tree Trust. This fund came in $51,919 over budget due to a combination of marginal revenues and increased expense due to the new in FY23 Transfer to General Fund of $50,000 to pay for Tree Trimming budgeted in new Streets Maintenance Department.

All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

11/13/2023	REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY							
	PERIOD ENDING 09/30/2023							
Fund 108 - TREE TRUST FUND		**END BALANCE**	**2022-23**	**2022-23**	**ACTIVITY FOR**	**YTD BALANCE**	**UNENCUMBERED**	
		09/30/2022	**ORIGINAL**	**AMENDED**	**MONTH 09/30/23**	**09/30/2023**	**BALANCE**	**% BDGT**
GL NUMBER	**DESCRIPTION**	**NORM (ABNORM)**	**BUDGET**	**BUDGET**	**INCR (DECR)**	**NORM (ABNORM)**		**USED**
Dept 000 - DEFAULT								
108-000-347900-347	TREE TRUST	350.00	63,500.00	63,500.00	0.00	100.00	63,400.00	0.16
108-000-361000-361	INTEREST-INCOME	(433.27)	0.00	0.00	120.51	1,482.48	(1,482.48)	100.00
108-000-386980-386	APPROPRIATION FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000 - DEFAULT		(83.27)	63,500.00	63,500.00	120.51	1,582.48	61,917.52	2.49%
Dept 318 - TREE TRUST								
108-318-531220-572	CONTRACT SERVICE-TREE TRIMMING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
108-318-532482-572	ANNUAL EVENTS	1,508.34	7,500.00	7,500.00	424.51	1,604.36	5,895.64	21.39
108-318-535146-572	SUPPLIES-TREES	0.00	6,000.00	6,000.00	0.00	1,896.45	4,103.55	31.61
108-318-591001-581	ENTERPRISE TRANSFER TO GENERAL	0.00	50,000.00	50,000.00	4,166.67	50,000.04	(0.04)	100.00
Net - Dept 318 - TREE TRUST		(1,508.34)	(63,500.00)	(63,500.00)	(4,591.18)	(53,500.85)	9,999.15	84.25%
Fund 108 - TREE TRUST FUND:								
TOTAL REVENUES		(83.27)	63,500.00	63,500.00	120.51	1,582.48	61,917.52	2.49
TOTAL EXPENDITURES		1,508.34	63,500.00	63,500.00	4,591.18	53,500.85	9,999.15	84.25
NET OF REVENUES & EXPENDITURES		(1,591.61)	0.00	0.00	(4,470.67)	(51,918.37)	51,918.37	100.00

11/13/2023	BUDGET REPORT FOR CITY OF COOPER CITY	
	Calculations as of 09/30/2023	
		2022-23
		ACTIVITY
GL NUMBER	**DESCRIPTION**	**THRU 09/30/23**
Dept 000 - DEFAULT		
108-000-347900-347	TREE TRUST	100
108-000-361000-361	INTEREST-INCOME	1,482
NET OF REVENUES/APPROPRIATIONS - 000 - DEFAULT		1,582
Dept 318 - TREE TRUST		
108-318-532482-572	ANNUAL EVENTS	1,604
108-318-535146-572	SUPPLIES-TREES	1,896
108-318-591001-581	ENTERPRISE TRANSFER TO GENERAL	50,000
NET OF REVENUES/APPROPRIATIONS - 318 - TREE TRUST		(53,500)
ESTIMATED REVENUES - FUND 108		1,582
APPROPRIATIONS - FUND 108		53,500
NET OF REVENUES/APPROPRIATIONS - FUND 108		(51,918)
BEGINNING FUND BALANCE		106,021
ENDING FUND BALANCE		54,103

CITY OF COOPER CITY

MEMORANDUM NO. 2022-003

TO: Mayor Greg Ross
Members of the City Commission

CC: Joseph Napoli, City Manager
Aaron Kendrick, Finance Director

FROM: Jacob G. Horowitz, City Attorney JGH

DATE: March 3, 2022

RE: City of Cooper City ("City") / Attorney General Opinion – Budget Amendments

---

On February 15, 2022, the Attorney General's Office issued an informal legal opinion[1] (the "Opinion") to the City examining several issues associated with general budget amendment procedures and fund transfers. In response to the Opinion, the City Attorney's Office ("CAO") has received a number of questions regarding the City's fund transfer / budget amendment practices as well as the practical implications of the AG's analysis.

After reviewing the City Charter and the Code of Ordinances in the context of the Opinion, it is the CAO's understanding that the City Administration has performed in accordance with the procedures established by the City Commission and that the City's financial practices are generally compliant with state law and the AG's analysis. This memorandum includes a further analysis of these Charter and Code provisions, along with certain recommendations based on the Opinion.

I. ATTORNEY GENERAL OPINION

The Opinion specifically examines the following provision of Section 166.241, F.S.:

> (7) The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year as follows:

[1] This City Attorney's Office requested a "formal" opinion of the Attorney General's Office; however, the AG's office makes the independent determination as to whether to issue a "formal" or an "informal" opinion. Informal opinions generally address questions of limited application, as opposed to questions of law that are of a statewide concern. Opinions of the Attorney General serve to provide legal advice on questions of statutory interpretation. Opinions of the Attorney General are not law. Both informal and formal opinions are only advisory in nature, and they are not binding in a court of law.

> (a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed.
>
> (b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed.
>
> (c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter.

The Opinion concludes that, with reference to Section 166.241, F.S., any transfer of funds within a budget is a budget amendment. Further, if such transfer of funds results in a change in the total appropriations of a fund, as defined in the Uniform Accounting System, then the City Commission must approve the amendment in the same manner as the original budget (i.e. an ordinance), unless validly specified otherwise in the City Charter.

The City posed two (2) distinct questions which specifically consider the transfer of money within a fund that does not contemplate the change in the total appropriations of the fund[2]. The AG opined, in accordance with Section 166.241, F.S., as follows:

> [a]ny transfer of money from one account, line item, or city department to another which occurs within the same fund constitutes a budget amendment, but approving such an amendment would not require the budget adoption procedures referenced in Section 166.241(7)(C). On the other hand, any transfer of money from one account, line item, or city department to an account, line item, or department in a different fund would result in a change in the total appropriations of both funds, requiring approval by the governing body by using formal budget adoption procedures referenced in Sec. 166.241(7)(C), F.S.

In other words, an ordinance, the mechanism by which the City Commission approves the budget during its public hearings each September, is not legally required to amend the budget during the fiscal year when such an amendment would increase or decrease the expenditures within a fund so long as the total appropriations of the fund is not changed. While an ordinance is not required, a motion to amend the budget during the fiscal year is legally appropriate unless the City Commission, in accordance with Section 166.241(7)(b), F.S., has established procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund have not changed. The City Commission has established several procedures in accordance with this provision.

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[2] The City asked whether the transfer of money from one account or line item to another *within* a city department without changing the total appropriation of that department constitute a budget amendment pursuant to Section 166.241, F.S. The City also asked whether the transfer of money from one account or line item *between* city departments without changing the total appropriations of the fund which includes both departments constitutes a budget amendment pursuant to Sec. 166.241, F.S.

II. CITY CHARTER

The City Charter contains certain provisions which contemplate and establish procedures for the adoption and amendment of the City's annual budget. In light of the AG's Opinion, the City Attorney's Office has examined whether these provisions are in conflict with Section 166.241, F.S.[3] For the reasons set forth herein, the CAO has determined that the City Charter is not in conflict with state law.

Section 5.11 of the City Charter, regulating appropriation amendments, expressly provides, as follows:

> (1) The city manager shall report promptly to the city commission concerning the probability of funds in excess of appropriations or the probability of funds insufficient to cover appropriations, together with recommendations for suitable action.
>
> (2) If during the fiscal year the Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the commission by ordinance may make supplemental appropriations for the year up to the amount of such excess.
>
> (3) If at any time during the fiscal year it appears probable to the Manager that the revenues available will be insufficient to meet the amount appropriated, the manager shall report to the commission without delay, indicating the estimated amount of the deficit, any remedial action taken and recommendations as to any other steps to be taken. The commission shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.
>
> (4) The city manager may transfer funds within a department, and may transfer funds between departments up to 2.5% of the then existing current budget on a cumulative basis. Any interdepartmental transfers beyond the 2.5% cap must be approved by the city commission. Any transfers which would increase the total appropriation for the then current fiscal year must be approved by the city commission.
>
> (5) No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be

[3] The Opinion cites the correct legal standard for determining whether a local charter provision or ordinance is in conflict with state law. Specifically, 1) when the controlling law directs how a thing shall be done that is, in effect, a prohibition against its being done in any other way; and 2) that local provisions on a subject are deemed to conflict with state law on the same subject if complying with one provision necessarily violates another. See *Alsop v. Pierce*, 19 So.2d 799, 806-806 (Fla. 1944) and *Sarasota Alliance for Fair Elections, Inc. v. Browning*, 28 So.3d 880,888 (Fla. 2010).

> appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.
>
> (6) To meet a public emergency affecting life, health, property or the public peace, the commission may make emergency appropriations. Such appropriations may be made by emergency ordinance.

The City specifically asked the Attorney General's Office to examine whether Sec. 5.11(4), referenced above, conflicts with state law. This provision of the City Charter was approved by the electorate at a referendum election in November 2002. The operative provision of Section 166.241, F.S., as cited above, was enacted by the Legislature in 2004. In 2002, the statute was silent as to authorizing a budget officer or city manager to amend a municipal budget. Section 166.021(1), F.S., however, authorized the City to "exercise any power for municipal purposes, except when expressly prohibited by law."

Since the City was not expressly prohibited from enacting a charter provision such as Sec. 5.11(4), this provision was consistent with state law in 2002 and was legally valid upon adoption and approval by the electorate. Moreover, this provision remains consistent with the City Commission's authority to establish procedures to amend the City's annual budget so long as the total appropriations of a fund does not change; and Section 5.11 does not directly conflict with the current version of Section 166.241, F.S.

In other words, consistent with Section 166.241(7)(b), F.S., and Sec. 5.11 of the City Charter, the City Manager, as the City's designated budget officer, is authorized to transfer funds between departments up to 2.5% of the then existing current budget on a cumulative basis. However, in accordance with Section 166.241(7)(b), F.S., the City Manager may not unilaterally approve any transfers of funds between departments, irrespective of the amount, which results in a change to the total appropriation of the fund. Furthermore, any transfer of funds pursuant to Sec. 5.11 of the City Charter is considered a budget amendment; and, in accordance with Section 166.241(8), F.S., must be posted on the City's website within five (5) days after adoption and must remain on the website for at least two (2) years.

III. CODE OF ORDINANCES

A. In General

There are several provisions of the City's Code of Ordinances which contemplate budget-related procedures, including the transfer of funds. In general, these provisions are consistent with the City Commission's authority to establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund are not changed.

Any provision of the City Code or other policy which authorizes the City Manager, or the manager's designee, to implement a fund transfer that would result in the change to the total appropriation of a fund is in legal conflict with Section 166.241(7), F.S., and is legally

unenforceable. While any transfer of funds within or between departments is considered a budget amendment, a transfer that would change the total appropriation of a fund is an amendment that must be adopted by ordinance pursuant to Section 166.241(7)(c), F.S.

As referenced in the Opinion, all fund transfers, irrespective of the manner of implementation, are legally considered budget amendments and subject to the requirements of Section 166.241(8), F.S., pertaining to notification and website posting.

As previously noted, Section 166.241(7)(b), F.S., authorizes the City Commission to establish procedures by which a budget officer may authorize budget amendments so long as the total appropriations of a fund are not changed. The statute does not specify the form or content of such procedures or the manner in which they must be adopted.

There are currently a number of budget and appropriation-related code provisions which are consistent with Section 166.241(7)(b), F.S.. To the extent that the City's Code of Ordinances contain established procedures consistent with this provision, these ordinances are within the policymaking purview of the City Commission and may be further amended by the commission by ordinance[4].

B. Code Provisions

> Sec. 2-206. Appropriations for outstanding purchase orders.
>
> A duly authorized appropriation of any given fiscal year shall continue to be a valid appropriation of a subsequent fiscal year, without appropriation or inclusion in the later year's budget, providing that the expenditure pursuant to such appropriation has been authorized by the city commission or a properly executed purchase order is outstanding at the end of the fiscal year of the original appropriation. Authority to complete such purchase and expenditure is hereby granted and in the event the expenditure is not completed after a reasonable period of time, the city manager is authorized and directed to cancel and close out the unexpended balance of the appropriation. The city manager, or his/her designee, shall provide a report to the city commission in August and in September detailing all duly authorized appropriations that will be rolled forward into the next fiscal year pursuant to this section.

This provision authorizes the "roll-over" of appropriations from one fiscal year to a subsequent fiscal year. While this provision is not directly in conflict with Sec. 166.241, F.S., or the Opinion; to the extent that it authorizes the City Manager to "cancel and close out" the unexpended balance of an appropriation, such action may require a budget amendment pursuant to the statute.

[4] Any budget-related procedures set forth in the City Charter, including Section 5.11, to the extent that they are not in conflict with state law, may only be amended by a referendum approved by the electorate.

Sec. 2-209. - Transfer of funds.

(a) The City Manager shall publicly notify the City Commission of all transfers of any funds in excess of $10,000.00, or any series of transfers for the same purpose if the aggregate amount of said transfers would be in excess of $10,000.00, between accounts within departments or between departments pursuant to Section 5.11(4) prior to implementing such fund transfers. In the event that a fund transfer is necessary to protect the health, safety and welfare of the City or its residents, the City Manager may immediately implement such fund transfer and publicly notify the City Commission at the next City Commission meeting.

(b) Notification shall be made in written form and shall be included as an item placed on the agenda of a Commission meeting. At a minimum, the following details shall be included on the written notification, (i) the amount being transferred, (ii) the purpose of the transfer, (iii) disclosure of the original budget purpose of the funds being transferred, and (iv) and aggregate total of all funds subject to the two and one-half percent cap, which were transferred to date.

This section requires the City Manager to publicly notify the City Commission of all transfers in excess of $10,000.00. These procedures established by the City Commission are consistent with Section 166.241(7)(b), F.S.; and the City Manager is legally authorized to transfer funds pursuant to this section. Note, however, that such transfers are considered amendments to the City's budget, and must also follow the procedures set forth in Section 166.241(8), F.S.

Section 2-222. Special Projects Account

(a) *Created.* There is hereby created a "special projects account" within the city's general operating budget, such account to be used exclusively for the acquisition of capital equipment and the construction of capital improvements, with prior approval of the city commission.

(b) *Transfers.* Transfers shall be made into the special projects account in the form of a line item change which shall be, approved in writing by the city manager. Such line items changes shall be made to transfer the balances from approved governmental funds into the special projects account.

(c) *Disbursements.* Disbursements may be made from the special projects account for necessary capital acquisitions and improvements by the city manager, after he has obtained approval of the acquisition or project from the city commission.

Any balance remaining in the special projects account shall accrue as a surplus amount in the general operating fund.

This provision expressly authorizes the City Manager to transfer funds within the General Fund to fund a "special projects account." Any funds transferred by the manager pursuant to the procedures established in this section are subject to Section 166.241, F.S. In other words, the manager's authority to transfer funds pursuant to this section would constitute a budget amendment and is limited to those transfers which do not result in a change to the total appropriation of the fund.

IV. CONCLUSION

The Opinion of the Attorney General's Office is clear and unequivocal. Any transfer of money from one account to another, within or between City departments, is considered a budget amendment in accordance with Section 166.241(7), F.S. If such a transfer does not change the total appropriation of the fund, the amendment may be implemented by the City Commission by motion, or by a designated budget officer (i.e. the City Manager) in the event that the commission has established procedures authorizing such an amendment. All other amendments to the City's budget must be adopted by the City Commission, by ordinance.

This memorandum references several Charter and Code provisions which establish procedures authorizing certain budget amendments by the City Manager. Any budget amendment implemented by the City Manager pursuant to these established procedures is subject to the limitations set forth in Section 166.241(7), F.S. Further, to the extent that any provisions of the Charter or Code authorize fund transfers or budget amendments in conflict with Section 166.241(7), F.S., these provisions are legally unenforceable to the extent of such conflicts. These limitations would apply to all applicable Charter and Code provisions, as well as all financial integrity principles, policies and other regulations which govern the City's budget or the transfer of public funds.

All budget amendments, irrespective of the form or content, are subject to Section 166.241(8), F.S., and must be posted on the City's website within five (5) days of adoption and must remain on the website for at least two (2) years.

Based on the foregoing and the CAO's understanding of the City's financial procedures, it is our opinion that the City's practices are generally compliant with Section 166.241, F.S. and the procedures established by the City Commission. Since the Opinion concludes that any transfer of funds within and between departments are considered budget amendments pursuant to the statute, the CAO recommends that such transfers follow the procedures set forth in Section 166.241(8), F.S.

Please contact our office if there is any additional information that we can provide.

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY MANAGER

VIA:

FROM: CFO DATE: 11/13/2023

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	Police Confiscation	Police Confiscation
Account Description	Fund Balance	Appropriation from Fund Balance
Account Number	106-000-271000-000	106-000-386980-386
Amount to be Transferred ($)	$12,268.00	$12,268.00

This Transaction	All Funds Cumulative FY 23 YTD	2.5% Limit Based on FY 23 Adopted Budget
$12,268.00	$1,253,630	$2,150,867

REASON:

To balance over budget Fund 106 Police Confiscation. This Fund came in $12,267.67 over budget due to a significant decrease in Forfeited Property Revenue in FY23.

All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

11/13/2023	REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY							
	PERIOD ENDING 09/30/2023							
Fund 106 - POLICE CONFISCATION		**END BALANCE**	**2022-23**	**2022-23**	**ACTIVITY FOR**	**YTD BALANCE**	**UNENCUMBERED**	
		09/30/2022	**ORIGINAL**	**AMENDED**	**MONTH 09/30/23**	**09/30/2023**	**BALANCE**	**% BDGT**
GL NUMBER	**DESCRIPTION**	**NORM (ABNORM)**	**BUDGET**	**BUDGET**	**INCR (DECR)**	**NORM (ABNORM)**		**USED**
Dept 000 - DEFAULT								
106-000-359100-359	FORFEITED PROPERTY	23,952.78	20,000.00	20,000.00	0.00	437.00	19,563.00	2.19
106-000-361100-361	INTEREST-INCOME	(871.28)	0.00	0.00	238.92	2,295.33	(2,295.33)	100.00
106-000-386980-386	APPROPRIATION FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000 - DEFAULT		23,081.50	20,000.00	20,000.00	238.92	2,732.33	17,267.67	13.66%
Dept 510 - POLICE								
106-510-531281-529	BROWARD SHERIFF'S OFFICE (BSO)	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
106-510-536100-521	PROGRAM EXPENSE-EXPLORER	15,000.00	15,000.00	15,000.00	0.00	15,000.00	0.00	100.00
106-510-536616-521	PROGRAM EXPENSE-CRIME PREVENTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
106-510-564700-529	EQUIPMENT & MACHINERY-EQUIPMENT	94,888.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 510 - POLICE		(114,888.00)	(20,000.00)	(20,000.00)	0.00	(15,000.00)	5,000.00	75.00%
Fund 106 - POLICE CONFISCATION:								
TOTAL REVENUES		23,081.50	20,000.00	20,000.00	238.92	2,732.33	17,267.67	13.66
TOTAL EXPENDITURES		114,888.00	20,000.00	20,000.00	0.00	15,000.00	5,000.00	75.00
NET OF REVENUES & EXPENDITURES		(91,806.50)	0.00	0.00	238.92	(12,267.67)	12,267.67	100.00

11/13/2023	BUDGET REPORT FOR CITY OF COOPER CITY	
	Calculations as of 09/30/2023	
		2022-23
		ACTIVITY
GL NUMBER	**DESCRIPTION**	**THRU 09/30/23**
Dept 000 - DEFAULT		
106-000-359100-359	FORFEITED PROPERTY	437
106-000-361100-361	INTEREST-INCOME	2,295
NET OF REVENUES/APPROPRIATIONS - 000 - DEFAULT		2,732
Dept 510 - POLICE		
106-510-536100-521	PROGRAM EXPENSE-EXPLORER	15,000
NET OF REVENUES/APPROPRIATIONS - 510 - POLICE		(15,000)
ESTIMATED REVENUES - FUND 106		2,732
APPROPRIATIONS - FUND 106		15,000
NET OF REVENUES/APPROPRIATIONS - FUND 106		(12,268)
BEGINNING FUND BALANCE		120,545
ENDING FUND BALANCE		108,277

CITY OF COOPER CITY

MEMORANDUM NO. 2022-003

TO: Mayor Greg Ross
Members of the City Commission

CC: Joseph Napoli, City Manager
Aaron Kendrick, Finance Director

FROM: Jacob G. Horowitz, City Attorney JGH

DATE: March 3, 2022

RE: City of Cooper City ("City") / Attorney General Opinion – Budget Amendments

---

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I. ATTORNEY GENERAL OPINION

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> (7) The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year as follows:

[1] This City Attorney's Office requested a "formal" opinion of the Attorney General's Office; however, the AG's office makes the independent determination as to whether to issue a "formal" or an "informal" opinion. Informal opinions generally address questions of limited application, as opposed to questions of law that are of a statewide concern. Opinions of the Attorney General serve to provide legal advice on questions of statutory interpretation. Opinions of the Attorney General are not law. Both informal and formal opinions are only advisory in nature, and they are not binding in a court of law.

> (a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed.
>
> (b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed.
>
> (c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter.

The Opinion concludes that, with reference to Section 166.241, F.S., any transfer of funds within a budget is a budget amendment. Further, if such transfer of funds results in a change in the total appropriations of a fund, as defined in the Uniform Accounting System, then the City Commission must approve the amendment in the same manner as the original budget (i.e. an ordinance), unless validly specified otherwise in the City Charter.

The City posed two (2) distinct questions which specifically consider the transfer of money within a fund that does not contemplate the change in the total appropriations of the fund[2]. The AG opined, in accordance with Section 166.241, F.S., as follows:

> [a]ny transfer of money from one account, line item, or city department to another which occurs within the same fund constitutes a budget amendment, but approving such an amendment would not require the budget adoption procedures referenced in Section 166.241(7)(C). On the other hand, any transfer of money from one account, line item, or city department to an account, line item, or department in a different fund would result in a change in the total appropriations of both funds, requiring approval by the governing body by using formal budget adoption procedures referenced in Sec. 166.241(7)(C), F.S.

In other words, an ordinance, the mechanism by which the City Commission approves the budget during its public hearings each September, is not legally required to amend the budget during the fiscal year when such an amendment would increase or decrease the expenditures within a fund so long as the total appropriations of the fund is not changed. While an ordinance is not required, a motion to amend the budget during the fiscal year is legally appropriate unless the City Commission, in accordance with Section 166.241(7)(b), F.S., has established procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund have not changed. The City Commission has established several procedures in accordance with this provision.

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[2] The City asked whether the transfer of money from one account or line item to another *within* a city department without changing the total appropriation of that department constitute a budget amendment pursuant to Section 166.241, F.S. The City also asked whether the transfer of money from one account or line item *between* city departments without changing the total appropriations of the fund which includes both departments constitutes a budget amendment pursuant to Sec. 166.241, F.S.

II. CITY CHARTER

The City Charter contains certain provisions which contemplate and establish procedures for the adoption and amendment of the City's annual budget. In light of the AG's Opinion, the City Attorney's Office has examined whether these provisions are in conflict with Section 166.241, F.S.[3] For the reasons set forth herein, the CAO has determined that the City Charter is not in conflict with state law.

Section 5.11 of the City Charter, regulating appropriation amendments, expressly provides, as follows:

> (1) The city manager shall report promptly to the city commission concerning the probability of funds in excess of appropriations or the probability of funds insufficient to cover appropriations, together with recommendations for suitable action.
>
> (2) If during the fiscal year the Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the commission by ordinance may make supplemental appropriations for the year up to the amount of such excess.
>
> (3) If at any time during the fiscal year it appears probable to the Manager that the revenues available will be insufficient to meet the amount appropriated, the manager shall report to the commission without delay, indicating the estimated amount of the deficit, any remedial action taken and recommendations as to any other steps to be taken. The commission shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.
>
> (4) The city manager may transfer funds within a department, and may transfer funds between departments up to 2.5% of the then existing current budget on a cumulative basis. Any interdepartmental transfers beyond the 2.5% cap must be approved by the city commission. Any transfers which would increase the total appropriation for the then current fiscal year must be approved by the city commission.
>
> (5) No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be

[3] The Opinion cites the correct legal standard for determining whether a local charter provision or ordinance is in conflict with state law. Specifically, 1) when the controlling law directs how a thing shall be done that is, in effect, a prohibition against its being done in any other way; and 2) that local provisions on a subject are deemed to conflict with state law on the same subject if complying with one provision necessarily violates another. See *Alsop v. Pierce*, 19 So.2d 799, 806-806 (Fla. 1944) and *Sarasota Alliance for Fair Elections, Inc. v. Browning*, 28 So.3d 880,888 (Fla. 2010).

> appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.
>
> (6) To meet a public emergency affecting life, health, property or the public peace, the commission may make emergency appropriations. Such appropriations may be made by emergency ordinance.

The City specifically asked the Attorney General's Office to examine whether Sec. 5.11(4), referenced above, conflicts with state law. This provision of the City Charter was approved by the electorate at a referendum election in November 2002. The operative provision of Section 166.241, F.S., as cited above, was enacted by the Legislature in 2004. In 2002, the statute was silent as to authorizing a budget officer or city manager to amend a municipal budget. Section 166.021(1), F.S., however, authorized the City to "exercise any power for municipal purposes, except when expressly prohibited by law."

Since the City was not expressly prohibited from enacting a charter provision such as Sec. 5.11(4), this provision was consistent with state law in 2002 and was legally valid upon adoption and approval by the electorate. Moreover, this provision remains consistent with the City Commission's authority to establish procedures to amend the City's annual budget so long as the total appropriations of a fund does not change; and Section 5.11 does not directly conflict with the current version of Section 166.241, F.S.

In other words, consistent with Section 166.241(7)(b), F.S., and Sec. 5.11 of the City Charter, the City Manager, as the City's designated budget officer, is authorized to transfer funds between departments up to 2.5% of the then existing current budget on a cumulative basis. However, in accordance with Section 166.241(7)(b), F.S., the City Manager may not unilaterally approve any transfers of funds between departments, irrespective of the amount, which results in a change to the total appropriation of the fund. Furthermore, any transfer of funds pursuant to Sec. 5.11 of the City Charter is considered a budget amendment; and, in accordance with Section 166.241(8), F.S., must be posted on the City's website within five (5) days after adoption and must remain on the website for at least two (2) years.

III. CODE OF ORDINANCES

A. In General

There are several provisions of the City's Code of Ordinances which contemplate budget-related procedures, including the transfer of funds. In general, these provisions are consistent with the City Commission's authority to establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund are not changed.

Any provision of the City Code or other policy which authorizes the City Manager, or the manager's designee, to implement a fund transfer that would result in the change to the total appropriation of a fund is in legal conflict with Section 166.241(7), F.S., and is legally

unenforceable. While any transfer of funds within or between departments is considered a budget amendment, a transfer that would change the total appropriation of a fund is an amendment that must be adopted by ordinance pursuant to Section 166.241(7)(c), F.S.

As referenced in the Opinion, all fund transfers, irrespective of the manner of implementation, are legally considered budget amendments and subject to the requirements of Section 166.241(8), F.S., pertaining to notification and website posting.

As previously noted, Section 166.241(7)(b), F.S., authorizes the City Commission to establish procedures by which a budget officer may authorize budget amendments so long as the total appropriations of a fund are not changed. The statute does not specify the form or content of such procedures or the manner in which they must be adopted.

There are currently a number of budget and appropriation-related code provisions which are consistent with Section 166.241(7)(b), F.S.. To the extent that the City's Code of Ordinances contain established procedures consistent with this provision, these ordinances are within the policymaking purview of the City Commission and may be further amended by the commission by ordinance[4].

B. Code Provisions

> Sec. 2-206. Appropriations for outstanding purchase orders.
>
> A duly authorized appropriation of any given fiscal year shall continue to be a valid appropriation of a subsequent fiscal year, without appropriation or inclusion in the later year's budget, providing that the expenditure pursuant to such appropriation has been authorized by the city commission or a properly executed purchase order is outstanding at the end of the fiscal year of the original appropriation. Authority to complete such purchase and expenditure is hereby granted and in the event the expenditure is not completed after a reasonable period of time, the city manager is authorized and directed to cancel and close out the unexpended balance of the appropriation. The city manager, or his/her designee, shall provide a report to the city commission in August and in September detailing all duly authorized appropriations that will be rolled forward into the next fiscal year pursuant to this section.

This provision authorizes the "roll-over" of appropriations from one fiscal year to a subsequent fiscal year. While this provision is not directly in conflict with Sec. 166.241, F.S., or the Opinion; to the extent that it authorizes the City Manager to "cancel and close out" the unexpended balance of an appropriation, such action may require a budget amendment pursuant to the statute.

[4] Any budget-related procedures set forth in the City Charter, including Section 5.11, to the extent that they are not in conflict with state law, may only be amended by a referendum approved by the electorate.

Sec. 2-209. - Transfer of funds.

(a) The City Manager shall publicly notify the City Commission of all transfers of any funds in excess of $10,000.00, or any series of transfers for the same purpose if the aggregate amount of said transfers would be in excess of $10,000.00, between accounts within departments or between departments pursuant to Section 5.11(4) prior to implementing such fund transfers. In the event that a fund transfer is necessary to protect the health, safety and welfare of the City or its residents, the City Manager may immediately implement such fund transfer and publicly notify the City Commission at the next City Commission meeting.

(b) Notification shall be made in written form and shall be included as an item placed on the agenda of a Commission meeting. At a minimum, the following details shall be included on the written notification, (i) the amount being transferred, (ii) the purpose of the transfer, (iii) disclosure of the original budget purpose of the funds being transferred, and (iv) and aggregate total of all funds subject to the two and one-half percent cap, which were transferred to date.

This section requires the City Manager to publicly notify the City Commission of all transfers in excess of $10,000.00. These procedures established by the City Commission are consistent with Section 166.241(7)(b), F.S.; and the City Manager is legally authorized to transfer funds pursuant to this section. Note, however, that such transfers are considered amendments to the City's budget, and must also follow the procedures set forth in Section 166.241(8), F.S.

Section 2-222. Special Projects Account

(a) *Created.* There is hereby created a "special projects account" within the city's general operating budget, such account to be used exclusively for the acquisition of capital equipment and the construction of capital improvements, with prior approval of the city commission.

(b) *Transfers.* Transfers shall be made into the special projects account in the form of a line item change which shall be, approved in writing by the city manager. Such line items changes shall be made to transfer the balances from approved governmental funds into the special projects account.

(c) *Disbursements.* Disbursements may be made from the special projects account for necessary capital acquisitions and improvements by the city manager, after he has obtained approval of the acquisition or project from the city commission.

Any balance remaining in the special projects account shall accrue as a surplus amount in the general operating fund.

This provision expressly authorizes the City Manager to transfer funds within the General Fund to fund a "special projects account." Any funds transferred by the manager pursuant to the procedures established in this section are subject to Section 166.241, F.S. In other words, the manager's authority to transfer funds pursuant to this section would constitute a budget amendment and is limited to those transfers which do not result in a change to the total appropriation of the fund.

IV. CONCLUSION

The Opinion of the Attorney General's Office is clear and unequivocal. Any transfer of money from one account to another, within or between City departments, is considered a budget amendment in accordance with Section 166.241(7), F.S. If such a transfer does not change the total appropriation of the fund, the amendment may be implemented by the City Commission by motion, or by a designated budget officer (i.e. the City Manager) in the event that the commission has established procedures authorizing such an amendment. All other amendments to the City's budget must be adopted by the City Commission, by ordinance.

This memorandum references several Charter and Code provisions which establish procedures authorizing certain budget amendments by the City Manager. Any budget amendment implemented by the City Manager pursuant to these established procedures is subject to the limitations set forth in Section 166.241(7), F.S. Further, to the extent that any provisions of the Charter or Code authorize fund transfers or budget amendments in conflict with Section 166.241(7), F.S., these provisions are legally unenforceable to the extent of such conflicts. These limitations would apply to all applicable Charter and Code provisions, as well as all financial integrity principles, policies and other regulations which govern the City's budget or the transfer of public funds.

All budget amendments, irrespective of the form or content, are subject to Section 166.241(8), F.S., and must be posted on the City's website within five (5) days of adoption and must remain on the website for at least two (2) years.

Based on the foregoing and the CAO's understanding of the City's financial procedures, it is our opinion that the City's practices are generally compliant with Section 166.241, F.S. and the procedures established by the City Commission. Since the Opinion concludes that any transfer of funds within and between departments are considered budget amendments pursuant to the statute, the CAO recommends that such transfers follow the procedures set forth in Section 166.241(8), F.S.

Please contact our office if there is any additional information that we can provide.

Broward Sheriff's Office
Cooper City District
10580 Stirling Rd.
Cooper City, FL 33026

EXTERNAL MEMO

Date: 11-08-23 CD23-027

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Captain Christopher De Giovanni
Cooper City District Chief
Department of Law Enforcement

Subject: Police Chief's Report – Commission Meeting November 14, 2023

As requested at the June 14, 2022, commission meeting, please accept this memorandum as advanced notice of my police chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: traffic / schools, code, and crime. In addition, a community involvement and vacancy update will be included.

I. Traffic / School Report

a. **Cooper City Elementary *Deputy for a Day* –** on Friday, November 17th, I look forward to participating with the CCE SRO to honor a student as a *Deputy for a Day*, complete with an "official" swearing in ceremony and deputy badge. The selected student will shadow the SRO and learn about the responsibilities and role of law enforcement in the community.

b. **Aggressive Driving / Speeding Operations continue in November –** these extra enforcement operations are running continually on various weekends and afterhours to coincide with the rush hour traffic patterns. Speeding remains a concern in our city. Please monitor your speeds, abide by the speed limits, and refrain from aggressive driving habits, such as following too closely.

II. Code Report

a. The **commercial plaza initiative** continues with weekly maintenance compliance sweeps. No major concerns or developments.
b. The monthly **gate compliance checks** continue with no major concern.
c. **October Code Enforcement Sweep –** the code enforcement team issued a total of (101) citations during our recent proactive quality of life sweep, which took place during evening and weekend hours. Out of (66) warning citations issued, (17) were followed up with citations for non-compliance, along with (18) parking citations. The top violations were commercial vehicles, parking on the lawn, parking over the sidewalk, and bulk trash.
d. **Parking Enforcement Team –** we are pleased to share we are looking to launch a brand-new volunteer parking enforcement team here in Cooper City before the end of the year! This will add a new layer of service to the city, and our residents, to enhance the public safety mission even further.

III. Crime Report

a. **RTCC Success:** During the month of October, the Cooper City RTCC helped resolve at least a dozen cases. These cases ranged in variety from code compliance issues to recovery of stolen tags and vehicles, and even assistance in the furtherance of a suspicious death investigation.
b. **STARS Program:** the law enforcement team has proactively been marketing and meeting with interested business and clergy partners to join the city's RTCC via the STARS program.

IV. Community Involvement / Misc. Report

a. **Suicide Awareness & Prevention –** the holiday season is often associated with joyous celebrations shared between family and friends; however, it is unfortunately a time where some feel the pain of loneliness and loss. BSO would like to remind the public to watch for signs of withdrawal or depression among those around you. Many resources are available to assist anyone feeling despondent: 988 (National Suicide Helpline), 2-1-1 (Broward's local hotline), and, of course, 911 for any emergencies.
b. **Holiday Safety Operational Plan –** the law enforcement team is ready to scale our patrol operations during the upcoming holiday season to better safeguard our business plazas, residents while shopping, and local neighborhoods. We would like to remind the public to check our social media platform for time-relevant safety tips during this upcoming season (Facebook @ CooperCityBSO).
c. **COP Appreciation Dinner –** we are pleased to host our annual appreciation and award dinner for our COP volunteers on Wednesday, December 6th. The COPs have collectively provided hundreds of volunteer hours to our city through their high visibility patrols, event and community outreach assistance, and various bike and walking patrols. It is our honor to recognize their important contribution to public safety in Cooper City!

V. Vacancy Report

a. I have two sworn vacancies, and one non-sworn vacancy (CSA).

Broward Sheriff's Office
Cooper City District
10550 Stirling Rd.
Cooper City, FL 33026

EXTERNAL MEMO

Date: 11-08-23

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Mr. Gary Harrington
Cooper City District Chief
Department of Fire Rescue and Emergency Services

Subject: Fire Chief's Report – Commission Meeting November 14, 2023

The following is the Fire Chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: Fire Rescue Incidents, Fire Apparatus/Station concerns, Fire Prevention, Community Outreach, and CERT.

I. Fire/Rescue Incident Report

a. Total Fire Related Incidents 086
b. Total Medical Related Incidents 221
c. Total Incidents for October 307

Closest Unit Response/Mutual Aid calls for October. Cooper City has responded outside its jurisdiction 31 times and has received outside emergency assistance 18 times.
The breakdown for each city is as follows:

	Pembroke Pines	Hollywood	Davie
BSO/Cooper City Responded outside its jurisdiction	13	00	18
Outside agencies responded to Cooper City	05	00	13

II. Incident Response Summary for October

Total responses	Incident responses < 6 min.	Incident responses 6 – 9 min.	Outliers > 9 min.	Incident responses canceled enroute
307	175	93	08	31

Quickest Response Time: 00:08 sec.
Longest Response Time: 14:25 min.
Average Response Time: 05:38 min.

OUTLIERS:

Response from Station 28 units may vary due to responding from another incident, responding from the hospital, responding from another jurisdiction (as part of the closest unit response agreement), or being on the air within Cooper City. These variables will account for outliers or could reflect a very quick response. October's quick response was at Stirling Road and SW 100 Avenue. R28 was on the air and pulled up to the intersection where a man was on the ground next to his wheelchair. R28 had a response time of 0:08 seconds. Again, reconfirming that response times vary depending on the location of the responding apparatus being dispatched.

The longest response was 14:25 minutes. This incident was an FPL powerline making a buzzing noise in the Monterra development and the response from Q28 was code 1 (no lights or sirens). The location of the buzzing powerline was 4005 Cascada Circle.

Outliers are not isolated to Cooper City; they occur in all fire departments regardless of jurisdiction. Outliers are also not new to Cooper City as they have always existed. This is not a new issue or a BSO issue. This is an issue that exists in every city across this nation no matter who is providing fire/rescue services.

III. Fire Apparatus/Station Report

- The revised rescue drawings have been provided and I will be meeting with the Fleet Director to review them for accuracy. I expect a production date to be provided by the REV representative shortly.

- The City Manager will be looking at funding options for the second rescue vehicle for station 28. In addition, he and I will be looking at Capital projects such as refurbishing the fire station with multiple areas to be covered.

- The roof leaks at the fire station are being addressed by Public Works. The Cooper City building inspector recommended placing dehumidifiers in the plenum space to help eliminate the humidity caused by temperature differentials. Public Works has ordered a dehumidifier and is awaiting its arrival.

- Fire Hydrant flushing is projected to be completed within the next few weeks.

Total Hydrants:	1231
Flushed Hydrants:	1194
Out-of-Service Hydrants:	0
Pending:	37

IV. Apparatus Service Days for October 1-31

Unit	In-service days	Out-of-service days	Comments
Q28	31	0	
E28	31	0	
R28	31	0	
R228	31	0	
DC28	31	0	

V. Fire Prevention Report

- Fire Inspections: (Year to Date)
  i. Total Properties 867
  ii. Completed Inspections 133
  iii. Oct 1 – Oct 31, Percentage 15.3%

- Monthly Report for October
  i. Annual Fire Inspections: 133
  ii. New Construction Insp: 18
  iii. Plan Reviews: 17
  iv. Re-inspections: 18
  v. Special Events: 03

VI. Community Outreach Report

October is Fire Prevention Month: Crews will be attending multiple events.

- October 1, 2023, Station Tour provided for a Cooper City resident and her 2 children.

- October 5, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Quint 28 to Cooper City Christian Academy, 80 students attended.

- October 11, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Quint 28 to the Littlest Cowboys Preschool at Cooper City High School, 25 students attended.

- October 12, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Quint 28 to the Primrose School, 170 students attended.

- October 16, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Engine 28 to the Learning in Motion School, 82 students attended.

- October 17, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Engine 28 to the Learning in Motion School, 82 students attended.

- October 18, 2023, Football detail at Cooper City High School

- October 19, 2023, Football detail at Cooper City High School

- October 25, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Engine 28 to Griffin Elementary School, 200 students attended.

- October 26, 203, Fire Prevention Safety Presentation with BSO Life Safety Educators and Engine 28 to Rock Creek Academy, 65 students attended.

- October 26, 2023, Trunk or Treat at Cooper City Elementary. BSO Life Safety Educator attended, and 500 students attended.

- October 27, 2023, Boo-Per City at Memorial Park. Quint 28 attended along with CERT.

- October 28, 2023, Countryside Shops Trick or Treat. Engine 28 to attend.

- October 30, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Engine 28 to the Tree of Life Academy, 100 students attended.

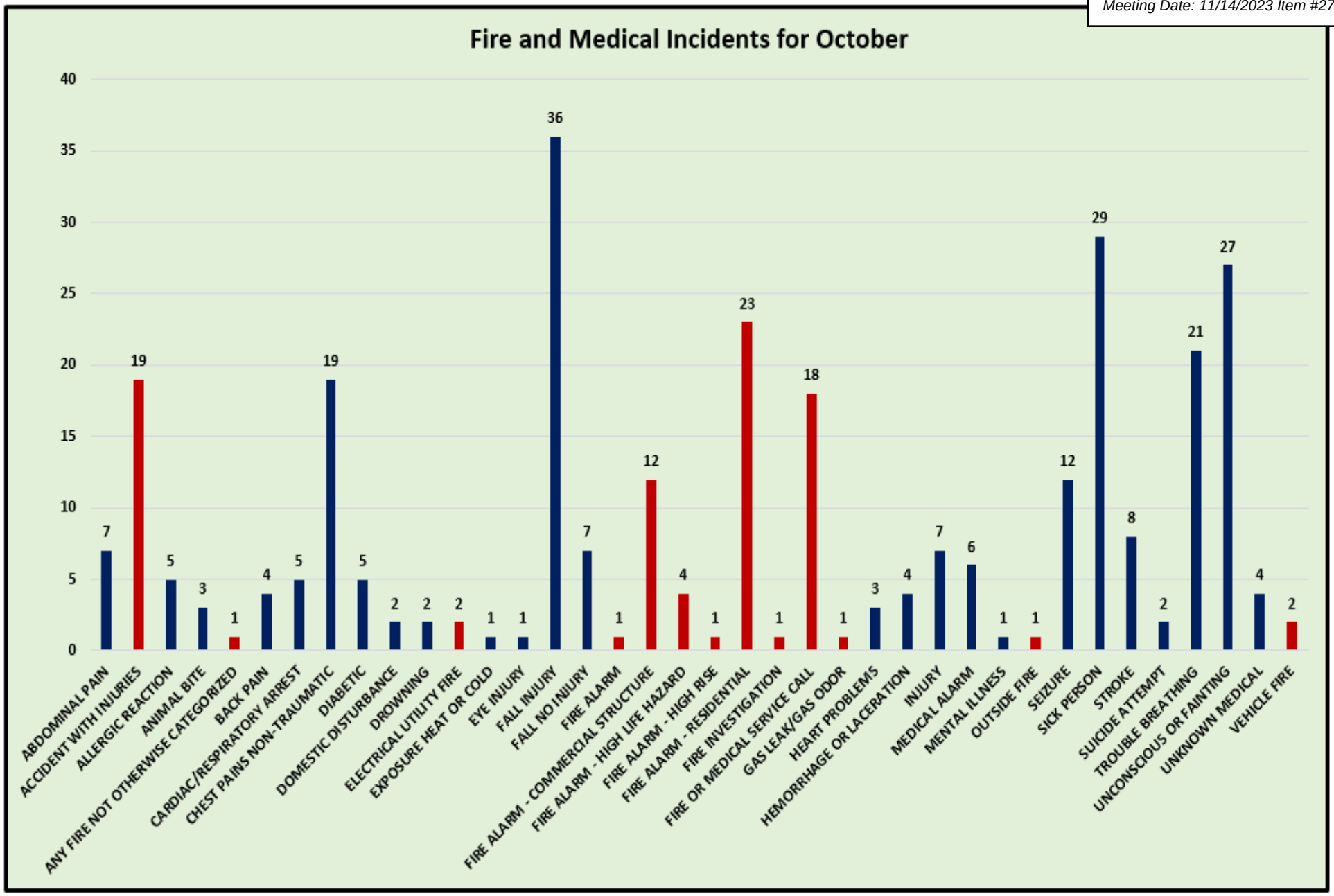
- November 2, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Engine 28 to the Renaissance Charter School, 130 students expected.

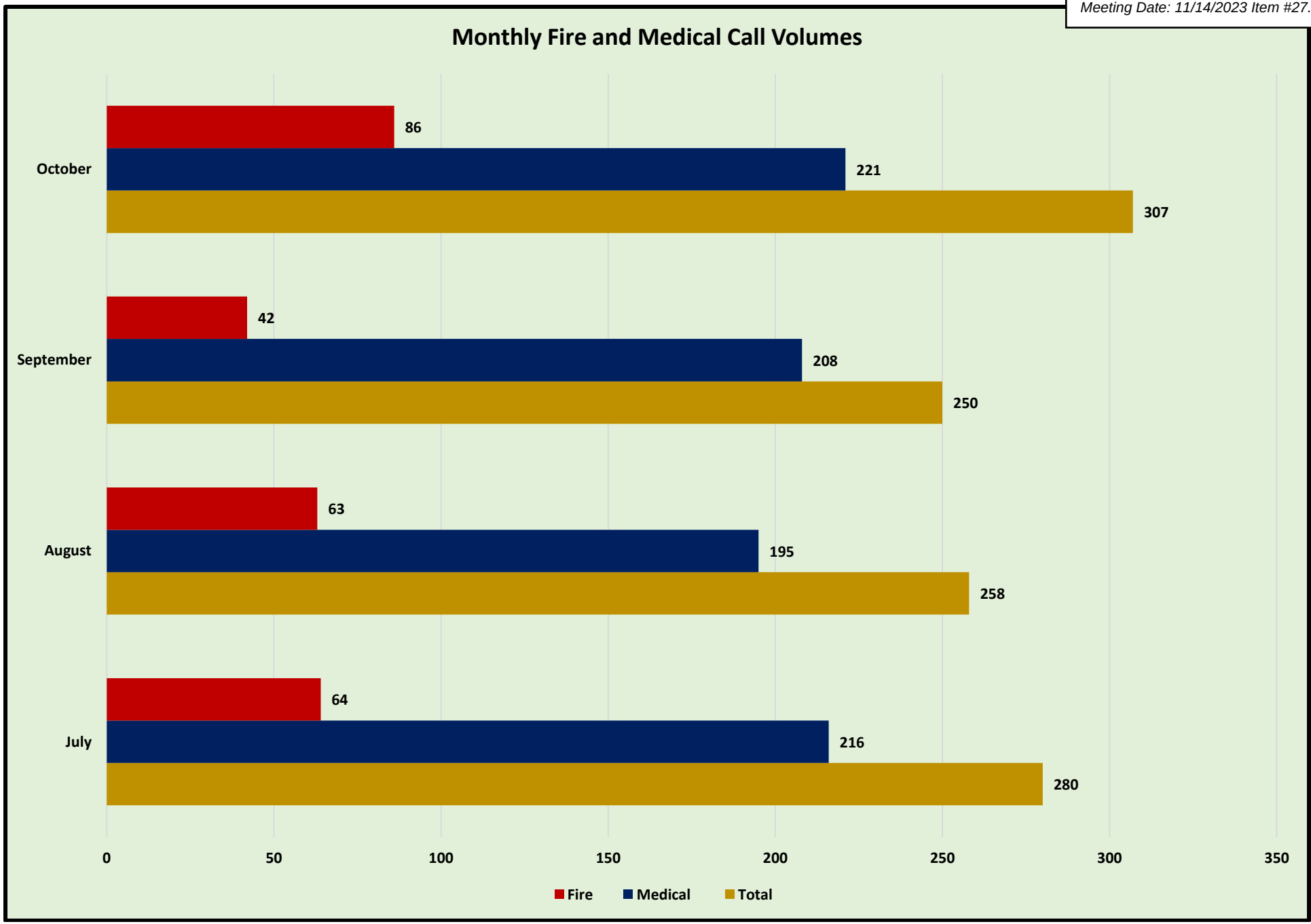
Date	Location	Students	Grade	Attended
10/05/23	Cooper City Christian Academy	80	K - 5	Q28, LSE RJ, JB
10/11/23	CCHS Littlest Cowboys Preschool	25	Preschool (2-4)	Q28, LSE JB
10/12/23	Primrose School	170	Preschool (2-4)	Q28, LSE JB
10/16/23	Learning in Motion	82	Preschool (2-4)	E28, LSE JB
10/17/23	Potential Christian Academy	100	Preschool (2-4)	E28, LSE JB
10/25/23	Griffin Elementary	200	K - 5	E28, LSE JB
10/26/23	Rock Creek Academy	65	Preschool (2-4)	E28, LSE JB
10/26/23	CC Elementary – Trunk or Treat	500	Varied	LSE JB
10/30/23	Tree of Life	100	Preschool (2-4)	E28, LSE JB
	Total	1322		

- The Santa on a Fire Truck sign-up will take place on November 28, 2023, at Station 28 starting at 8:00 am. This information is being distributed on the Cooper City newsletter and the city website.

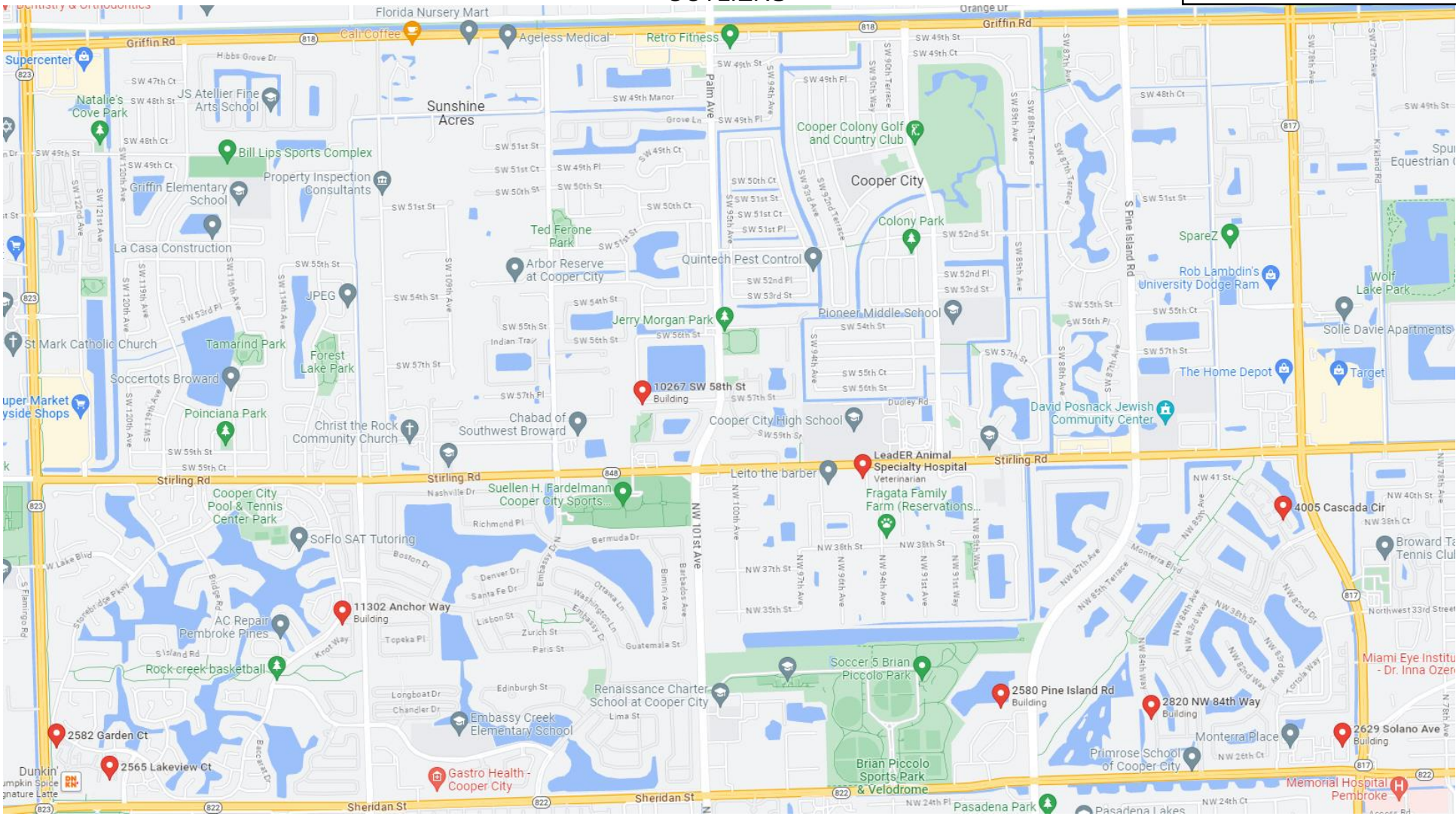
FIRE HYDRANT DESIGN UPDATE:

I have met with representatives from 5 schools and the utilities department is in the process of cleaning and painting the chosen hydrants white as a base coat. I have also met with the management of Sherwin Williams to secure the proper paint and supplies for the art students. I am anticipating the fire hydrant designs to start within the next week or two. We have a total of 49 fire hydrants between 8 schools. I am looking forward to this initial program being a success and then we will consider possible expansion of this program.


Fire and Medical Incidents for October
40
35
30
25
20
15
10
5
0
7
19
5
3
1
4
5
19
5
2
2
2
1
1
36
7
1
12
4
1
23
1
18
1
3
4
7
6
1
1
12
29
8
2
21
27
4
2
ABDOMINAL PAIN
ACCIDENT WITH INJURIES
ALLERGIC REACTION
ANIMAL BITE
ANY FIRE NOT OTHERWISE CATEGORIZED
BACK PAIN
CARDIAC/RESPIRATORY ARREST
CHEST PAINS NON-TRAUMATIC
DIABETIC
DOMESTIC DISTURBANCE
DROWNING
ELECTRICAL UTILITY FIRE
EXPOSURE HEAT OR COLD
EYE INJURY
FALL INJURY
FALL NO INJURY
FIRE ALARM
FIRE ALARM - COMMERCIAL STRUCTURE
FIRE ALARM - HIGH LIFE HAZARD
FIRE ALARM - HIGH RISE
FIRE ALARM - RESIDENTIAL
FIRE INVESTIGATION
FIRE OR MEDICAL SERVICE CALL
GAS LEAK/GAS ODOR
HEART PROBLEMS
HEMORRHAGE OR LACERATION
INJURY
MEDICAL ALARM
MENTAL ILLNESS
OUTSIDE FIRE
SEIZURE
SICK PERSON
STROKE
SUICIDE ATTEMPT
TROUBLE BREATHING
UNCONSCIOUS OR FAINTING
UNKNOWN MEDICAL
VEHICLE FIRE


Monthly Fire and Medical Call Volumes
October
86
221
307
September
42
208
250
August
63
195
258
July
64
216
280
0
50
100
150
200
250
300
350
Fire
Medical
Total

OUTLIERS



Address	Response time	Address	Response time
4005 Cascada Circle	14:25	2629 Solano Avenue	10:08
2580 Pine Island Road	12:38	2565 Lakeview Court	09:17
2820 NW 84 Way	12:06	11302 Anchor Way	09:06
10267 SW 58 Street	10:39	2582 Garden Court	09:04